

#4929

BLANK ROME LLP

AMENDED AND RESTATED PARTNERSHIP AGREEMENT

DATED NOVEMBER 3, 2001 AS FURTHER AMENDED AND RESTATED

EFFECTIVE JANUARY 1, 2007

AS FURTHER AMENDED AND RESTATED

EFFECTIVE OCTOBER 5, 2011

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AMENDED AND RESTATED PARTNERSHIP AGREEMENT dated and effective NOVEMBER 3, 2001 of BLANK, ROME, COMISKY & McCAULEY LLP, to be known as BLANK ROME LLP effective January 1, 2002.

The Partners and the Partnership, in consideration of the mutual agreements hereinafter set forth, and intending to be legally bound hereby, agree as follows:

ARTICLE I GENERAL PROVISIONS

1.1 PARTNERS; PRACTICE OF LAW; REGISTRATION AS LIMITED LIABILITY PARTNERSHIP

(a) This Agreement amends and restates in its entirety the Partnership Agreement of Blank, Rome, Comisky & McCauley LLP (the "Firm" or the "Partnership"), such amendment and restatement having been approved by the requisite vote of Voting Partners pursuant to the provisions of the Partnership Agreement. At the request of the Managing Partner, each Partner will, as a condition to remaining as or being admitted as a Partner in the Partnership, sign this Agreement and any amendment duly approved pursuant to the provisions of this Agreement.

(b) The present Partners of the Partnership are listed on Schedule 1 attached hereto and made part hereof. Those Partners who presently are Income Partners are so designated by an "(IP)" following their names on Schedule 1; those Partners who are Contract Partners are so designated by a "(CP)" following their names on Schedule 1; and all other Partners listed on Schedule 1 are Voting Partners. The Managing Partner shall cause Schedule 1 to be updated periodically, and distributed to the Partners, to reflect changes in classifications or status of Partners (*e.g.*, change in classification from an Income Partner to a Voting Partner), admission of new Partners, and withdrawal or termination of Partners.

(c) The parties have been and now are engaged in the practice of law as Partners under the Partnership name Blank, Rome, Comisky & McCauley LLP, to be changed to Blank Rome LLP effective January 1, 2002, and agree to continue the Partnership and engage in the practice of law and other activities pursuant to the provisions of this Agreement in the United States and elsewhere as may be permitted by law and determined by the Officers and Executive Committee.

(d) The Partnership registered as a Domestic Limited Liability Partnership under the Pennsylvania Registered Limited Liability Partnership Act (15 Pa.C.S.A. §8201 et. seq.) (the "LLP Act") effective January 1, 1998, and shall maintain such registration in effect until terminated by the Supermajority Vote of the Voting Partners following the Supermajority Vote of the Partner Board. Effective January 1, 1998, notwithstanding any other provision of this Agreement other than Section 15.2(f), all Partners and Terminated Partners shall have the full benefit of the limitations of liability provided by the LLP Act; and to the extent that any provision of the Partnership Agreement, including without limitation Sections 15.2(d)(i) and (ii), is inconsistent in any respect with the intent and provisions of this Section 1.1(d) or the LLP Act, then the Partnership Agreement shall be deemed amended accordingly, and no provision of the Partnership Agreement, other than Section 15.2(f), shall be deemed to override this Section 1.1(d) and the limitations of liability provided by the LLP Act.

1.2 CERTAIN DEFINITIONS

For all purposes of this Agreement, each of the following terms shall have the following meanings:

(a) The terms "Agreement" or "Partnership Agreement" are interchangeable terms and mean this Amended and Restated Partnership Agreement as it may be amended from time to time.

(b) The term "Credit Facility(ies)" means any term loan, demand loan, line of credit, letter of credit or other financing facility entered into by the Firm with a bank, lending institution, financial institution, equipment lessor, or similar Person.

(c) The term "Credit Facilities Limit" means Seventy Five Million Dollars (\$75,000,000), as such amount may be increased or decreased from time to time by the Executive Committee and by Supermajority Vote of the Partner Board.

(d) The terms "Firm" or "Partnership" are interchangeable terms in this Agreement and mean the Partnership as now organized and the continuing Partnership, however named, notwithstanding changes by addition, termination, or withdrawal of Partners.

(e) The terms "Loss", "Losses", "Pending Claims", and "Excepted Losses" shall have the meaning given to such terms in Article XV below.

(f) The term "Name Partner" means any Partner or former Partner whose surname has been designated as part of the Firm name after January 1, 2002, other than Samuel A. Blank and Edwin P. Rome.

(g) The term "Officer(s)" means the Managing Partner, Chairman, Executive Partner, and Finance Partner of the Firm, and any other officers of the Firm so designated pursuant to the provisions of Section 6.2(a)(ii) and 6.2(e) below, and such positions shall be referred to as "Office(s)".

(h) The term "Partner" (unless the context indicates otherwise) means each person or entity who or which is a Voting Partner, Income Partner, or Contract Partner in the Firm.

(i) The term "Person" means any individual, sole proprietorship, joint venture, partnership, corporation, limited liability company, governmental authority, or any other entity of any nature whatsoever.

(j) The term "Proxy Partner" shall have the meaning given to such term in Section 6.6(f) below.

(k) The term "Quorum" means, as applicable, (i) with respect to the Partner Board, not less than sixty percent (60%) of the Partner Board members, or (ii) with respect to the Voting Partners, not less than sixty percent (60%) of the Voting Partners.

(l) The term "Recourse" means a Partnership obligation for which the Partners generally have personal liability beyond the assets of the Partnership and the Capital Accounts of the Partners. Credit Facilities, leases, space and other agreements and instruments which by their express terms limit the liability of the Partners to the assets of the Partnership, including the Capital Accounts of the Partners, are not Recourse.

(m) The term "Retirement Plan" shall have the meaning given to such term in Article XIII below.

(n) The term "Significant Merger" means a merger, acquisition or similar transaction that, pursuant to the express provisions of the transaction agreements, either (i) would increase the number of Firm attorneys by more than twenty five percent (25%) of the total number of Firm attorneys determined as of the date of the Partner Board's vote on such matter, or (ii) would result in a Change in Control, or (iii) would result in a material change in the Firm's

closed compensation system so that Partners' respective shares of Firm profits would thereafter be disclosed to Partners other than Partners serving as Officers of the Firm or as members of the Firm's Distribution Committee (or any similar committee performing the same function, however named). The term "Change in Control" means: (i) a change in the person then serving as Managing Partner; or (ii) a change in the persons then holding any two (2) of the Offices of Chairman, Executive Partner, or Finance Partner; or (iii) a change in the composition of either the Executive Committee or Distribution Committee such that more than fifty percent (50%) of the persons serving on either such Committee were not Partners in the Firm prior to the consummation of such merger, acquisition or similar transaction.

(o) The term "Supermajority Vote" means, subject to the existence of a Quorum as provided in section 6.6(i) below, the affirmative vote of not less than two-thirds (2/3) of those votes actually cast on any matter either in person or by proxy, and the term "Supermajority" means two-thirds (2/3) of the persons actually voting on any matter either in person or by proxy.

(p) The term "Terminated Partner" shall have the meaning given to such term in Article XV below.

(q) The term "Termination Date" shall mean the date a Partner becomes a Terminated Partner pursuant to the provisions of this Agreement.

(r) The term "Total Capital" means the total of all of the Partners' Capital Accounts as of the close of business on December 31 of each calendar year.

1.3 CLASSIFICATIONS OF PARTNERS

The Firm shall have the following classifications of Partners:

(a) The term "Voting Partner" means any person or entity who or which is now a Voting Partner in the Firm, and any person or entity who or which is admitted as a Voting Partner in the Firm on or after the date hereof.

(b) The term "Income Partner" means any person or entity who or which is now an Income Partner in the Firm, and any person or entity who or which is admitted as an Income Partner in the Firm on or after the date hereof.

(c) The term "Contract Partner" means any person or entity who or which is now a Contract Partner in the Firm, and any person or entity who or which is admitted as a Contract Partner in the Firm on or after the date hereof, and who enters into a separate written Agreement ("Contract Partner Agreement") between the Firm and such person.

(d) The term "Non-Voting Partner" shall not be a separate classification of Partner, but shall be a defined term meaning all Partners in the Firm other than Voting Partners (*i.e.*, all Income Partners and Contract Partners).

(e) The Executive Committee shall have the right to adopt guidelines, policies, rules and regulations regarding the distinctions between and the delineations of the foregoing classifications of Partners, so long as such guidelines, policies, rules and regulations do not contravene any of the express provisions of this Partnership Agreement.

1.4 FULL TIME EFFORTS

Unless otherwise approved by the Executive Committee, each Partner shall devote his or her entire business time, efforts and attention to the practice of law, business and affairs of the Partnership, and shall account to the Partnership for all compensation received and attributable to his or her professional services in any capacity, including, but not limited to, compensation for services rendered in the capacity of a lecturer, speaker, author of legal or business non-fiction works, finder, broker, consultant, personal representative, trustee, executor, guardian or other fiduciary.

1.5 LIMITATIONS ON PARTNER AUTHORITY

Except as otherwise authorized by the express provisions of this Agreement or by the prior written consent of the Executive Committee or an Officer, no Partner shall pledge the credit of the Partnership or borrow money on behalf of the Partnership, enter into any contract or commitment on behalf of the Partnership, or otherwise bind the Partnership in any way, for any purpose whether or not connected with the Firm's practice, business or activities.

1.6 NO RIGHT TO GOODWILL

Notwithstanding any other provision of this Agreement or the Pennsylvania General Association Act of 1988, as amended, or of any other applicable statute or law, each Partner agrees that: (i) the goodwill of the Partnership, if any, is not a distributable, saleable, or

transferable asset of the Partnership; and (ii) he or she waives and releases any right or claim of any nature whatsoever in or to the goodwill of the Partnership, if any, including but not limited to any such right or claim otherwise arising upon the death, retirement, withdrawal, disability, or expulsion of a Partner or any other termination of a Partner's interest in the Partnership for any reason whatsoever, or upon the Dissolution of the Partnership. Any references in this Agreement, or in the Retirement Plan, to a termination of the interest of a Partner in (i) the Partnership or (ii) the Partnership's assets and properties, also shall be deemed an extinguishment of any right or claim of such Partner and his personal representatives, heirs, successors and assigns to the Partnership's goodwill, if any.

ARTICLE II NAME, PURPOSE AND LOCATION

2.1 NAME; CHANGE OF NAME

(a) The name of the Firm, BLANK, ROME, COMISKY & McCAULEY LLP, shall continue until January 1, 2002. Effective January 1, 2002, the name of the Firm shall be changed to BLANK ROME LLP, and such name shall continue thereafter as the Firm name until changed by amendment of this Agreement. The Firm may continue the use of its prior name or the names of any predecessor entities (*e.g.* Tenzer Greenblatt) in connection with its practice and business in such manner and for such purposes as the Managing Partner, after consultation with the other Officers, deems appropriate.

(b) If the interest in the Partnership of any Name Partner shall terminate, the Partnership and the remaining Partners may, in their discretion, and without compensation to such Name Partner or his or her successors in interest, estate or beneficiaries, continue to use the name of such Name Partner in the Partnership name and otherwise in connection with the Partnership.

(c) Notwithstanding Section 2.1(b) above, if the interest in the Partnership of a Name Partner shall terminate for any reason other than death, disability, or retirement, such Name Partner shall have the right, exercisable only by written notice to the Managing Partner given not later than thirty (30) days following the effective date of termination, to have his or her name deleted from the Firm name. The Firm shall discontinue the use of such Name Partner's name as part of the Firm name not later than one hundred and twenty (120) days following

receipt of such notice. Such Name Partner shall thereafter be entitled to continue the practice of law in his or her own name or as a member of a firm containing his or her name in its name.

2.2 PURPOSES

The Partnership is authorized, either directly or through one or more subsidiaries or affiliated entities, to (i) engage in the practice of law, (ii) own real or personal property of any nature whatsoever, (iii) provide professional or other services and engage in and conduct any business or activity that may be engaged in by a partnership under applicable law, and (iv) do any and all acts and things necessary, convenient, appropriate, or incidental to the furtherance and accomplishment of any of the foregoing.

2.3 LOCATION

The location of the principal place of business of the Partnership shall be determined by the Executive Committee. The Firm may have offices at other locations as may from time to time be determined by the Executive Committee.

ARTICLE III DURATION OF PARTNERSHIP; DISSOLUTION

3.1 TERM OF EXISTENCE

The Partnership shall continue until terminated by Dissolution in accordance with the provisions of this Agreement.

3.2 CAUSES OF DISSOLUTION

(a) Notwithstanding the provisions of the Pennsylvania Partnership Code and any other applicable statute or law, the Partnership shall be terminated and dissolved only upon the occurrence of any of the following events ("Dissolution"):

(i) the requisite vote of the Voting Partners pursuant to Section 3.3 below; or

(ii) the bankruptcy of the Partnership; or

(iii) any event which makes it unlawful for the business of the Partnership to be carried on or for the Partners to carry it on in the Partnership; or

(iv) by Decree of Court pursuant to §8354(a)(5) of the Pennsylvania Partnership Code, 15 Pa.C.S.A. §8354(a)(5).

Each Partner agrees that he or she will not take any other action that might cause or result in the dissolution of the Partnership. Any other act or event which might cause or result in the dissolution of the Partnership, including any breach of this Agreement, shall be deemed a "Wrongful Dissolution."

(b) Except as otherwise provided in Sections 3.2(a) and 3.3 of this Agreement, the death, retirement, withdrawal, expulsion, incapacity, disability, lunacy, bankruptcy or other action of any nature whatsoever of any Partner shall not terminate or dissolve the Partnership, and in any such event, without the need for any further action or vote, the remaining Partners shall be deemed to have reconstituted the Partnership and shall continue the Partnership in accordance with the provisions of this Agreement.

(c) In the event of any Wrongful Dissolution, the Partners who have not caused or attempted to cause the Wrongful Dissolution, without the need for any further action or vote, shall be deemed to have reconstituted the Partnership and shall continue the Partnership in accordance with the provisions of this Agreement. For purposes hereof, the Partnership so reconstituted shall consist of all persons who are Partners at the time of such Wrongful Dissolution, except those persons who caused such Wrongful Dissolution.

(d) In all such events described in subsections 3.2(b) and (c) above, all assets of the Partnership shall remain the property of the Partnership.

(e) Any Partner who attempts to cause or causes the Wrongful Dissolution of the Partnership, or who is expelled from the Partnership pursuant to the provisions of this Agreement, shall be deemed to have been expelled from the Partnership pursuant to Section 14.2 below, and hereby waives and releases any rights, claims or actions pursuant to Section 8360 of the Pennsylvania Partnership Code, 15 Pa.C.S.A. §8360, and accepts in lieu thereof the applicable provisions of this Agreement.

(f) Each Partner who causes a Wrongful Dissolution agrees to indemnify, defend and hold harmless the Partnership and the Partners from and against any Losses resulting from any Wrongful Dissolution caused by such Partner.

3.3 DISSOLUTION BY SUPERMAJORITY VOTE

The Voting Partners may terminate and dissolve the Partnership by Supermajority Vote. Unless the Voting Partners provide otherwise in such vote, the effective date of Dissolution then shall be the close of business on the day which is thirty (30) days following the date on which the Voting Partners so approved the Dissolution of the Partnership.

3.4 WINDING UP OF THE PARTNERSHIP

(a) Upon Dissolution of the Partnership, the Executive Committee shall proceed with the orderly winding up of the practice, business and affairs of the Partnership, and the liquidation and dissolution of the Partnership. Prior to, or as soon as practicable after, the effective date of Dissolution, the Executive Committee shall appoint an Independent Trustee (who shall not be a Partner or employee of the Firm, or be related by blood or marriage to any Partner), with such authority and power as the Executive Committee shall determine, to oversee the winding up of the Partnership affairs and the liquidation and Dissolution of the Partnership.

(b) In the event of Dissolution of the Partnership, after payment of or adequate provision or reserve for all expenses, debts, and liabilities of the Partnership, other than debts or liabilities to past or present Partners (including amounts due to retired Partners under the Firm's Retirement Plan), the remaining net assets of the Partnership shall be applied, or distributed to the Partners, in the following order:

(i) first, to the payment of or to adequate provision or reserve for the payment of, all loans or debts to former or present Partners, including amounts due to retired Partners under the Firm's Retirement Plan;

(ii) second, to the repayment of the Partners' Capital Accounts, pro-rata; and

(iii) next, to the payment to the Partners of all of the undistributed profits of the Partnership for the year in which the effective date of Dissolution occurs and for all fiscal years thereafter, in such amounts as the Independent Trustee, if he or she has been granted such authority by the Executive Committee, shall determine in his or her discretion, or if not, as the Distribution Committee shall determine in its discretion.

(c) In the event that the liabilities of the Partnership exceed the Partnership's assets, then any losses, shortfalls or deficiencies which result directly from debts, liabilities or obligations which are Recourse generally to the Partners (so that the Partners generally each have personal liability beyond the assets of the Partnership) shall be shared by the Partners who have such personal liability in such amounts and on such terms as the Independent Trustee, if he or she has been granted such authority by the Executive Committee, shall determine in his or her discretion, or if not, as the Executive Committee shall determine in its discretion. No Partner shall be assessed personally for all or any share of, or have personal liability beyond the assets of the Partnership for, any losses, shortfalls, or deficiencies in respect of any debt, liability or obligation of the Partnership which is not a Recourse debt, liability or obligation as to that Partner.

(d) In the event of the Dissolution of the Firm, subject to Section 15.2(a) below, the Partnership's debts to Partners which are payable under Section 3.4(b)(i) above shall include all obligations under the Retirement Plan to former Partners who retired not later than the date which is one (1) year prior to the date of Dissolution; but the Partnership shall have no obligation or liability under the Retirement Plan (as hereinafter defined) or under Article XIII of this Agreement to Partners who have not retired effective as of such date.

(e) On and after the effective date of Dissolution, the provisions of Articles XI and XII and Section 14.3 of this Agreement shall be applicable only to Partners who withdraw from the Partnership at least one (1) year prior to, or who died or became disabled prior to, (i) the date of the Dissolution vote by the Voting Partners in the event of Dissolution under Section 3.2 (a)(i) above, or (ii) the date of Dissolution in the event of Dissolution pursuant to Sections 3.2 (a)(ii), (iii), or (iv).

ARTICLE IV CAPITAL

4.1 The capital of the Partnership shall consist of the assets less the liabilities of the Partnership, both computed on the cash basis of accounting.

4.2 The Distribution Committee shall determine the capital contributions required of each Partner and the dates upon which such capital contributions shall be paid to the Firm.

4.3 The total required individual capital contributions of the Partners may be changed from time to time by the Distribution Committee.

4.4 Interest shall not be paid or accrued at any time on a Partner's Capital Account (as defined below), nor shall interest be paid or accrued at any time on amounts due in repayment of a Terminated Partner's Capital Account.

4.5 A Partner's capital account ("Capital Account") shall be the balance credited to his or her Capital Account in the Firm's books and records on the date of this Agreement, increased by any amounts credited as additions thereto including undistributed profits, and decreased by any amounts charged thereto for capital withdrawals, draws against profits and distributions of profits, sums due and owing to the Firm, and any charges to capital made by the Distribution Committee.

4.6 Notwithstanding anything herein stated to the contrary, a Partner's or Terminated Partner's interest in the Partnership and Capital Account shall be security for all amounts owed by such Partner to the Partnership, and the Partnership may at any time upon notice to such Partner or Terminated Partner set off against such Partner's or Terminated Partner's interest in the Partnership and Capital Account any and all obligations of and sums due by such Partner or Terminated Partner to the Partnership in satisfaction, in whole or in part, of such obligations and sums due. In furtherance thereof, each Partner hereby (i) grants to the Partnership a security interest in and lien on such Partner's partnership interest including such Partner's Capital Account to secure all obligations of such Partner to the Partnership, and (ii) agrees that he or she will not, without the prior written consent of the Executive Committee, transfer, convey, assign, pledge, hypothecate, grant a security interest in or lien on, or encumber, his or her respective interest in the Partnership or Capital Account.

4.7 The following provisions shall apply with respect to the repayment of capital by the Firm to Terminated Partners and Partners who had a Change in Status (as defined below) (except that such provisions shall not be applicable following the occurrence of any event resulting in the Dissolution of the Partnership), subject to the provisions of sections 14.4, 15.2(e) and 15.2(f) of this Agreement:

(a) The Firm shall repay a Terminated Partner's Capital Account within one hundred and twenty days (120) days following such Partner's Termination Date, except as otherwise expressly provided in this Agreement (including without limitation the provision of sections 4.7(b) through 4.7 (e) inclusive below).

(b) Notwithstanding section 4.7(a) above, in the event that any Partner who voluntarily withdraws from the Partnership engages in the private practice of law within three hundred (300) miles of a then existing office of the Firm following such Partner's Termination Date, the Firm shall have a period of up to four (4) years following the Termination Date to repay such Terminated Partner's Capital Account, and subject to the foregoing the Managing Partner in his or her discretion, shall determine the repayment period (not to include interest or return of any kind on such capital), timing and amounts.

In making such discretionary determination, the Managing Partner shall consider the following factors: (1) the amount of capital that is reasonably anticipated to be paid out by the Firm within the four (4) year period after the Partner's Termination Date, whether such payouts may result from termination, departures, de-equitization or other voluntary returns of capital, (2) the total amount of repayments of capital by the Firm in any calendar year to all Terminated Partners and to Partners who had a Change in Status and the proximity of such aggregate repayment to the Annual Capital Repayment Limit as defined in section 4.7(d) below, (3) the reasonably anticipated effect of such return of capital on the Firm's ability to comply with covenants in outstanding loans to the Firm by reason of diminution in the aggregate amount in the Firm's Capital Accounts; (4) the potential negative impact of the repayment and other reasonably anticipated future requests for repayment of capital to other Partners with respect to the Firm's interest in avoiding provisions in its loans, loan renewals or refinancing that would require the pledge of the Firm's collateral, personal guarantees of Firm Partners or other recourse to Firm Partners; (5) the Firm's creditworthiness and reasonably anticipated creditworthiness at the Termination Date; (6) the availability on commercially reasonable terms of additional funds from customary bank lenders to the Firm to replace the capital requested to be repaid; (7) the Firm's reasonable anticipated needs for capital; (8) the Firm's reasonable concern regarding the anticipated loss of revenue to the Firm resulting directly or indirectly from the withdrawing Partner's voluntary withdrawal and subsequent private practice of law, and (9) whether and, if

so, the extent to which the partner has complied with the notice of withdrawal provisions of this Agreement and the Firm's applicable policies.

The Managing Partner may thereafter reduce or enlarge (up to four years) the time period of the repayment of capital as the risk of loss of revenue to the Firm may increase or diminish based on changed circumstances with respect to factors (1) – (9) above.

The Managing Partner may in his or her discretion defer the commencement of any period of return of capital hereunder until (a) the accounts receivable of clients for whose billing the Terminated Partner was primarily responsible have been fully collected; (b) the Firm has discharged any obligations to lenders or other third parties, under any partner capital loan program with respect to such a Terminated Partner, and (c) the Terminated Partner has discharged in full any debts he or she may owe to the Firm at the Partner's Termination Date.

(c) Notwithstanding section 4.7(a) above, in the event that a Person's status as a Voting Partner terminates, but such Person remains with the Firm as either an Income Partner, Contract Partner, Counsel, or associate (each such event a "Change in Status"), the Firm will pay such Person's Capital Account in three (3) equal consecutive installment payments, each in the amount of one-third (1/3) of such Person's Capital Account as of the date of such Change in Status, the first installment payment to be made on the December 31 following such Change in Status and the remaining installment payments to be made on December 31 of each of the next two (2) succeeding calendar years.

(d) Notwithstanding sections 4.7(a), (b) and (c) above, the total amount of repayments of capital by the Firm in any calendar year to all Terminated Partners and to Partners who had a Change in Status in the aggregate shall be limited to and shall not exceed an amount (such amount referred to as the "Annual Capital Repayment Limit") computed by multiplying (i) the Total Capital as of the close of business on December 31 of the immediately preceding calendar year, by (ii) a percentage which is not less than six percent (6%) nor more than ten percent (10%) (the "Annual Capital Repayment Percentage"). On or before March 15 of each year the Distribution Committee in its sole discretion shall determine the Annual Capital Repayment Percentage and the Annual Capital Repayment Limit applicable to such calendar year. In the event that the capital repayments otherwise due in any calendar year exceed the Annual Capital Repayment Limit for such year, then the Annual Capital Repayment Limit shall

be apportioned pro-rata among those Persons subject to deferral of capital repayments, based upon the ratio of the amounts that Persons entitled to capital repayments would otherwise have received in such calendar year, and subject to the application of the following provisions of this section 4.7(d), all as determined by the Distribution Committee. Any amounts which would otherwise be due but which are not paid in a calendar year by reason of the Annual Capital Repayment Limit shall be deferred to and payable on April 1 of the next calendar year, again subject to the application of the Annual Capital Payment Limit and pro-rata apportionment as set forth herein. Provided, however, that, notwithstanding the foregoing provisions of this section 4.7(d):

(i) Terminated Partners whose termination as a Partner resulted from death under Article XI or disability under Article XII below ("Deceased and Disabled Partners") shall not be subject to any deferral of capital payments pursuant to any of the provisions of this section 4.7(d). Provided, however, that capital repayments due to Deceased and Disabled Partners in any calendar year shall be counted against the Annual Capital Repayment Limit for purposes of determining whether payments to other Terminated Partners and to Partners who had a Change in Status otherwise due in such calendar year will be deferred pursuant to the provisions of this section 4.7(d).

(ii) All capital payments deferred pursuant to the foregoing provisions of this section 4.7(d) will be paid in full no later than December 31 of the third calendar year following the year in which such deferral first occurred (the "Final Deferred Payment Date").

(iii) No later than January 31 of the year following the calendar year in which a deferral of capital payments occurs, the Firm will deliver to each Person to whom a capital payment has been so deferred (other than Persons entitled to capital repayments by reason of a Change in Status, and Persons described in section 4.7(b) above) an irrevocable bank letter of credit or similar instrument, in such form as the Distribution Committee shall approve in its sole discretion, securing the full amount of all capital payments deferred during such prior calendar year (the "Deferred Amounts"), which letter of credit shall automatically reduce in amount based on each installment payment by the Firm on account of Deferred Amounts, and which letter of credit shall not expire prior to thirty (30) days following the Final Deferred Payment Date.

(iv) In determining a Terminated Partner's entitlement to capital repayments in any calendar year and the apportionment of the Annual Capital Repayment Limit among those Persons otherwise entitled to capital repayments, (1) all capital repayment obligations which have accrued by reason of a Partner's death, disability, notice of pending retirement or withdrawal, or pending expulsion as of the due date for payment of a Terminated Partner's Capital Account shall be taken into account, and (2) pursuant to the foregoing provisions of this section 4.7, capital repayments shall be made in the following order of priority:

- (1) first, all amounts due to Deceased and Disabled Partners shall be paid in full as provided in section 4.7(d)(i);
- (2) second, Deferred Amounts shall be paid on or before April 1 as a priority over capital repayments first becoming due in such calendar year (other than payments to Deceased and Disabled Partners), subject to the application of section 4.7(d);
- (3) third, amounts due to Persons who first became Terminated Partners or had a Change in Status during such calendar year shall be paid, subject to the application of section 4.7(d).

(v) Notwithstanding any other provision of this Agreement, the Managing Partner in his or her discretion, in consultation with the Executive Committee, may override any of the payment provisions, limitations or deferrals provided in this Section 4.7 and cause the Firm to accelerate the repayment of capital in such amounts, at such times, and on such terms as the Managing Partner may so determine.

(e) The provisions of Section 15.1 below shall not apply to capital repayments.

ARTICLE V FISCAL YEAR

The fiscal year of the Partnership shall be January 1 to December 31 of each year, unless otherwise determined by the Executive Committee.

ARTICLE VI MANAGEMENT AND GOVERNANCE OF THE PARTNERSHIP

6.1 ELIGIBILITY

To be eligible for election as an Officer of the Firm or as a member of the Executive Committee, Distribution Committee, Partner Board, or Nominating Committee, a person must be a Voting Partner. One person may hold more than one (1) Office at the same time, but at no time (except for temporary vacancies not to exceed sixty (60) days caused by termination of a Partner's interest in the Partnership or resignation or removal from Office) shall fewer than two (2) persons hold the Offices of Chairman, Managing Partner, and Executive Partner.

6.2 OFFICERS

(a) Nomination and Election of Officers.

(i) There shall be a Nominating Committee of the Firm whose authority shall be to nominate candidates for election to the Offices of Chairman and Managing Partner of the Firm. The Nominating Committee shall be comprised of all persons then serving as Chairman, Managing Partner, Executive Partner, and Finance Partner of the Firm, and four (4) other members appointed by the Managing Partner, two (2) of whom shall be members of the Executive Committee, and two (2) of whom shall be members of the Partner Board who are not also Officers or members of the Executive Committee.

(ii) Nomination of persons as candidates for the Offices of Executive Partner, Finance Partner, and any other Offices other than Chairman and Managing Partner, shall be made by the Managing Partner after consultation with the other Officers, subject to ratification by majority vote of the Executive Committee.

(iii) The Managing Partner shall give written notice to the Partner Board of the nomination of a candidate for election to Office, and call a meeting of the Partner Board to vote on such election (1) at least sixty (60) days prior to the expiration of the then current term of such Office, or (2) in the event of the termination of an Officer's interest as a Partner in the Partnership for any reason or resignation or removal from Office, within sixty (60) days of such event. Election of the Officers to Office shall be by Supermajority Vote of the

Partner Board. In the discretion of the Managing Partner, persons nominated for Office may be submitted as a slate to the vote of the Partner Board.

(b) Term of Office.

(i) The term of Office of each Officer shall be for a period of three (3) years commencing on January 1 and terminating at midnight on December 31 of the applicable year, unless sooner terminated by termination of such Officer's interest as a Partner in the Partnership for any reason or resignation or removal from Office; provided, however, that notwithstanding any other provision of this Agreement the respective term of Office of the Managing Partner, Chairman, and Finance Partner shall not end until his or her successor shall be duly elected (except in the event of termination of such Officer's interest as a Partner in the Partnership for any reason or resignation or removal from Office). In the event of the resignation or removal of an Officer, or the termination of such Officer's interest as a Voting Partner in the Partnership for any reason, a person shall be elected pursuant to the provisions of this Agreement to serve the balance of the then current term of such Office. The terms of Office of the Officers shall be coterminous.

(ii) Except for Partners elected to fill a vacancy in an Office for the remaining balance of a term of less than one (1) year, and subject to the provisions of sections 6.2(c)(ii) and 6.2(c)(iii) below, no Officer shall be elected to serve more than three (3) consecutive terms in the same Office; provided, however, that nothing shall prohibit a Partner after having completed an elective term in Office, and not having served in such Office for a period of one (1) year, from being elected to another term or terms in such Office, subject again to the three (3) consecutive term limit. Provided, however, that the three (3) consecutive term limit provided above in this subsection may be waived with respect to a particular Officer only on recommendation of the Executive Committee with ratification by a Supermajority Vote of the Partner Board.

(iii) An Officer may be removed from Office at any time on the recommendation of the Executive Committee by Supermajority Vote of the Partner Board.

(c) Special Transitional Provisions For Officers.

(i) [Deleted]

(ii) [Deleted]

(iii) [Deleted]

(iv) Notwithstanding any other provisions of this Agreement, the respective terms of Office shall be extended for an additional three-year term, or in each case until such earlier date as a successor is nominated and elected as provided herein, commencing January 1, 2012 and ending December 31, 2014 for the following Officers:

Alan J. Hoffman – as Managing Partner (having also previously been elected to a three-year term as Chairman for the period January 1, 2012 through December 31, 2014); and

T. Michael Dyer – as Co-Chairman.

(d) Chairman. The Chairman shall serve as chairman of and preside over the Distribution Committee and the Advisory Board; provided, however, that if and for so long as there are Co-Chairmen of the Firm, and one of the Co-Chairmen is also the Managing Partner, then the Managing Partner shall serve as chairman of and preside over the Distribution Committee and the Advisory Board. If and for so long as the Managing Partner is unable or unwilling to serve for any reason, or there is a vacancy in the Office of Managing Partner, the Chairman shall serve as Managing Partner.

(e) Managing Partner. The Managing Partner shall be the Chief Executive Officer of the Partnership, shall have the general authority to manage, administer and conduct the Firm's practice, business, operations and affairs and shall establish the Firm's strategic plan, all subject to the supervision, oversight and direction of the Executive Committee, and shall be vested with and exercise all management powers and authority as are not specifically reserved to the Executive Committee, the Distribution Committee, the Partner Board, the Chairman, and the Voting Partners pursuant to the express provisions of this Agreement. The Managing Partner shall report regularly on the Partnership's affairs to the Executive Committee and the Partner Board. The Managing Partner shall (i) serve as chairman of and preside over the Executive Committee and the Partner Board, (ii) serve as vice-chairman of the Distribution Committee and Advisory Board (unless he or she is serving as Chairman of the Distribution Committee and Advisory Board pursuant to the provisions of Section 6.2(d) above) to preside in the absence of

the Chairman, and (iii) preside over all meetings of the Partners. If and for so long as the Chairman is unable or unwilling to serve for any reason, or there is a vacancy in the Office of the Chairman, the Managing Partner also shall serve as Chairman. The Managing Partner may delegate such duties and authority of his or her Office as he or she may determine in his or her discretion to the Executive Partner, the Finance Partner, any other Officer, any Partner, or to others. The Managing Partner may recommend the creation of additional Offices and nominate persons to serve as Officers in such Offices, subject to the provisions of section 6.2(a)(ii). The Executive Partner, Finance Partner, and all other Officers other than the Chairman, shall report to the Managing Partner. The Managing Partner may appoint committees of the Firm which are not expressly provided for in this Agreement, consistent with and subject to the provisions of this Agreement, which committees will report to the Managing Partner or other Firm Officers, as directed by the Managing Partner. Without in any way limiting the authority of the Managing Partner, and subject only to the provisions of sections 6.3, 6.4, 6.6(a) and 6.7 below, the Managing Partner shall have the following authority and power:

(i) To execute any and all agreements, instruments, and documents of any nature whatsoever on behalf of and in the name of the Firm; and

(ii) To enter into any transactions of any nature whatsoever on behalf of and in the name of the Firm with banks, financial institutions, lending institutions, landlords, equipment lessors and other third parties as he or she may deem appropriate, including without limitation, the borrowing of money and the undertaking of obligations; the granting of loan and performance guarantees in respect of any Firm subsidiaries or affiliated entities; granting or providing of security or collateral to banks, financial institutions, lending institutions, landlords, equipment lessors and other third parties; drawing, accepting, signing, making, endorsing, negotiating and disposing of bills of exchange, checks, drafts, promissory notes, letters of credit, and similar documents and instruments; the designation of depository banks and financial institutions for the Firm's accounts; and the designation of Officers, Partners and other persons authorized to sign checks, drafts, and other banking instructions and documents on behalf of the Firm; and

(iii) To appoint in-house and/or outside legal counsel to represent the Firm in any matter, which selection may vary based on the nature of the particular matter.

(f) Executive Partner. The Managing Partner, after consultation with the other Officers, shall determine whether to nominate a person as Executive Partner. The Executive Partner shall have such duties as the Managing Partner may delegate in his or her discretion.

(g) Finance Partner. The Finance Partner shall have management and administration oversight responsibility and authority with respect to all Firm financial matters, including without limitation billing and collection functions and committees, banking and auditing relationships, preparation of budgets and financial statements, tax matters and preparation of tax returns, and the Firm's finance and accounting staff, systems, and policies. Unless the Managing Partner determines otherwise, the Finance Partner also shall serve as Chairman of the Firm's Budget and Audit Committee.

6.3 EXECUTIVE COMMITTEE

(a) There shall be an Executive Committee of the Firm which shall have the general authority and responsibility to supervise, oversee and direct the management, administration and conduct of the Firm's practice, business, operations, activities and affairs and the establishment and effectuation of the Firm's strategic plan, with the sole exception of those matters which are specifically reserved for determination by the Distribution Committee, the Partner Board, and the Voting Partners pursuant to the express provisions of this Agreement. The Executive Committee shall determine how it shall supervise, oversee and direct the management and activities of the Firm. It is contemplated that the Executive Committee will have regular meetings. The Executive Committee shall have the authority, but not the obligation, to meet with and solicit the views of other Partners. The authority of the Executive Committee shall include, but not be limited to, the following:

- (i) Adoption of policies, rules and regulations governing the Partnership and the Partners;
- (ii) The nomination of all candidates for Voting Partner, Income Partner, and Contract Partner;
- (iii) The determination that a Partner be considered for expulsion from the Firm;

(iv) The determination of the principal place of business of, and other office locations of, the Firm and, subject to the provisions of this Agreement, the terms of any office lease;

(v) Consideration and recommendation of proposed amendments to this Agreement;

(vi) Adoption and approval of the Firm's budget and any material amendments to the budget, subject to the approval of the Partner Board pursuant to Section 6.4(a)(ii) below;

(vii) Approval of capital expenditures in excess of \$2,500,000 in the aggregate in any fiscal year, subject to approval of the Partner Board pursuant to Section 6.4(a)(iii) below, if applicable;

(viii) Consideration and final approval of all mergers, acquisitions and similar transactions that do not increase the number of Firm attorneys by more than ten percent (10%) of the total number of Firm attorneys determined as of the date of the Executive Committee's vote on such matter, and consideration and final approval of the election of Voting Partners and Non-Voting Partners pursuant to the terms of such a merger, acquisition or similar transaction, all subject to approval of the Voting Partners pursuant to Section 6.6(a)(iv) below, if applicable;

(ix) Consideration and recommendation to the Partner Board of all mergers, acquisitions and similar transactions that would increase the number of Firm attorneys by more than ten percent (10%) of the total number of Firm attorneys determined as of the date of the Executive Committee's vote on such matter, subject to approval of the Voting Partners pursuant to Section 6.6(a)(iv) below, if applicable;

(x) Consideration and final approval of the terms of any New Credit Facility, subject to the provisions of Section 6.7 below;

(xi) Consideration and recommendation to the Partner Board for approval of any change to the Credit Facilities Limit;

(xii) Consideration and final approval of the establishment of entities affiliated with the Firm to engage in businesses and provide services commonly known as "Multi-Disciplinary Practices"; and

(xiii) Ratification of the appointment by the Managing Partner of Department Heads and Administrative Heads; and

(xiv) Appointment of non-Partner/non-employee members of the Advisory Board, subject to ratification by vote of the Partner Board.

(b) The Executive Committee shall be composed of the Chairman, Managing Partner, Executive Partner, Finance Partner, and all Department Heads, each of whom shall serve on the Executive Committee for their respective terms as Officers or Department Heads, as applicable, and not less than three (3) nor more than ten (10) additional elected members nominated and elected pursuant to the provisions of section 6.3(c) below.

(c) Elected members of the Executive Committee shall be nominated by the Managing Partner, after consultation with the other Officers, and elected by Supermajority Vote of the Partner Board.

(d) Each elected member of the Executive Committee shall be elected for a term of not less than one (1) year and not more than three (3) years, and may succeed himself or herself on the terms herein provided. No elected member shall be elected to serve more than six (6) consecutive years, but nothing shall prohibit a Partner, after having completed an elective term and not having served as an elected member for one (1) year, from thereafter being elected to another term as an elected member. Terms of elected members shall commence on January 1 and end on December 31 of an applicable year, and may or may not be staggered. Vacancies of elected members may be filled in the manner set forth herein for election of elected members.

(e) Any elected member of the Executive Committee may be removed from membership on such committee upon the recommendation of the Managing Partner, after consultation with the other Officers, and the Supermajority Vote of the Partner Board.

(f) Determinations by the Executive Committee shall be by majority vote of all of the members of the Executive Committee with each member having one (1) vote.

(g) Any member of the Executive Committee may, by written or verbal notice to the Managing Partner, authorize the Managing Partner or any Proxy Partner who is then a member of the Executive Committee, to act as proxy for and to vote on such person's behalf upon any Executive Committee matter. Any such proxy shall be revocable at will by verbal or written notice given to the Managing Partner at any time prior to the time that the proxy is voted on such matter. No member of the Executive Committee may authorize a Partner other than the Managing Partner or a Proxy Partner who is then a member of the Executive Committee, to vote on such person's behalf by proxy on any Executive Committee matter.

6.4 PARTNER BOARD

(a) There shall be a Partner Board of the Firm which will have oversight responsibility with respect to the Partnership and the conduct of the Firm's practice, business, operations, activities and affairs, with the exception of any matters which are reserved for determination by or stated to be within the express power, authority and responsibility of the Officers, the Executive Committee, the Distribution Committee, or the Voting Partners. The Managing Partner, after consultation with the Executive Committee, shall determine how the Partner Board shall carry out its functions, and it is contemplated that the Partner Board will have regular meetings. The authority of the Partner Board shall include, but not be limited to, the following:

- (i) The approval of the election of Partners (except as otherwise provided in Section 6.3(a)(viii) above), and the expulsion of Partners, both by Supermajority Vote;
- (ii) The approval of annual budgets;
- (iii) The approval of capital expenditures in any fiscal year in excess of \$5,000,000 in the aggregate;
- (iv) The approval of any lease for a term of more than 3 years, or with aggregate rentals and other payments over the term of the lease in excess of \$1,000,000; provided, however, that if any such lease is Recourse, such approval shall require a Supermajority Vote, subject to the approval of the Voting Partners pursuant to Section 6.6(a)(iii), if applicable;

(v) The approval of any Recourse Credit Facility by Supermajority Vote, subject to the approval of the Voting Partners pursuant to Section 6.6(a)(iii);

(vi) The approval of any changes in the Credit Facilities Limit as recommended by the Executive Committee;

(vii) The approval of all mergers, acquisitions and similar transactions that would increase the number of Firm attorneys by more than ten percent (10%) but not more than twenty five percent (25%) of the total number of Firm attorneys determined as of the date of the Partner Board's vote on such matter, subject to approval of the Voting Partners pursuant to Section 6.6(a)(iv), if applicable;

(viii) Consideration and recommendation to the Voting Partners of a Significant Merger;

(ix) Election of Officers by Supermajority Vote;

(x) Election of members of the Executive Committee by Supermajority Vote;

(xi) Election of members of the Distribution Committee by Supermajority Vote, subject to the approval of the Voting Partners pursuant to Section 6.6(a)(ii) below;

(xii) Removal of Officers or members of the Executive Committee, Partner Board, or Distribution Committee by Supermajority Vote;

(xiii) Ratification of election of members of the Board of Advisors;

(xiv) Approval of the termination of the Partnership's registration under the LLP Act pursuant to Section 1.1(d) above, subject to the approval of the Voting Partners pursuant to Section 6.6(a)(vi);

(xv) Approval of the waiver of age requirements for eligibility pursuant to the provisions of Section 6.1 above;

(xvi) Approval of the waiver of term limits for particular Offices pursuant to the provisions of Section 6.2(b)(ii) above by Supermajority Vote; and

(xvii) Approval of all amendments to this Partnership Agreement by Supermajority Vote, subject to approval of the Voting Partners pursuant to Section 6.6(a)(v) below.

(b) Except as otherwise provided in section 6.4(a) above or other applicable provisions of this Agreement, determinations by the Partner Board shall be by majority vote of all of the members of the Partner Board voting at a Partner Board meeting either in person or by proxy given in accordance with the provisions of section 6.4(g) below. Each member of the Partner Board shall have one (1) vote on all matters.

(c) The Partner Board shall be composed of the Chairman, Managing Partner, Executive Partner, Finance Partner, all Department Heads, and all elected members of the Executive Committee, each of whom shall serve on the Partner Board for their respective terms as Officers, Executive Committee members, or Department Heads, as applicable, and not less than twenty one (21) and not more than thirty (30) additional elected members nominated and elected pursuant to the provisions of section 6.4(d) below. The Partner Board at all times shall be composed of not less than twenty seven (27) and not more than thirty nine (39) total members (including Officers, Department Heads, elected members of the Executive Committee, and elected members).

(d) Subject to section 6.4(c) above, the number of elected members of the Partner Board shall be determined by the Managing Partner, after consultation with the other Officers. Elected members of the Partner Board shall be nominated by the Managing Partner, after consultation with the other Officers, with ratification of such nomination by majority vote of the Executive Committee, and shall be elected by Supermajority Vote of the Partner Board subject to ratification of such vote by majority vote of the Voting Partners. Each nomination and election shall be for a term as set forth in section 6.4(e) below.

(e) Each elected member of the Partner Board shall be elected for a term not less than one (1) year nor more than three (3) years, and may succeed himself or herself on the terms herein provided. No elected member shall be elected to serve more than six (6) consecutive years, but nothing shall prohibit a Partner, after having completed an elective term and not having served as an elected member for one (1) year, from thereafter being elected to another term as an elected member. Terms of elected members shall commence on January 1 and end on

December 31 of an applicable year, and shall be staggered as determined by the Managing Partner. Vacancies in terms of elected members may be filled in the manner set forth herein for election of elected members.

(f) Any elected member of the Partner Board may be removed from membership on the Partner Board upon the recommendation of the Managing Partner, after consultation with the other Officers, and the Supermajority Vote of the Partner Board.

(g) Any member of the Partner Board may, by written or verbal notice to the Managing Partner, authorize the Managing Partner or any Proxy Partner who is then a member of the Partner Board, to act as proxy for and to vote on such person's behalf upon any Partner Board matter. Any such proxy shall be revocable at will by verbal or written notice given to the Managing Partner at any time prior to the time that the proxy is voted on such matter. No member of the Partner Board may authorize a Partner, other than the Managing Partner or a Proxy Partner who is then a member of the Partner Board, to vote on such person's behalf by proxy on any Partner Board matter.

6.5 DISTRIBUTION COMMITTEE

(a) There shall be a Distribution Committee of the Firm which shall have the authority and responsibility in its sole discretion to determine: (i) the allocation of the Firm's profits and losses among the Partners; (ii) the timing and amounts of monthly Partner draws and other distributions to Partners (which may be more or less than the net profits of the Firm determined for accounting or income tax purposes); (iii) the amount of, and the timing and amount of contributions to or withdrawals from, Partners' Capital Accounts; and (iv) other charges against and deductions from Partners' draws and distributions. Such determinations by the Distribution Committee shall be binding on all of the Partners.

(b) The Distribution Committee shall be composed of the Chairman, Managing Partner, Executive Partner, Finance Partner, all Department Heads, each of whom shall serve on the Distribution Committee for their respective terms as Officers or Department Heads, and such additional elected members nominated and elected pursuant to the provisions of section 6.5(c) below. The Distribution Committee at all times shall be composed of not less than 15 and not more than 21 total members (including Officers, Department Heads, and elected members).

(c) Elected members of the Distribution Committee shall be nominated by the Managing Partner, after consultation with the other Officers, with ratification of such nomination by majority vote of the Executive Committee, and shall be elected by Supermajority Vote of the Partner Board subject to ratification of such vote by majority vote of the Voting Partners. Each nomination and election shall be for a term as set forth in section 6.5(d) below.

(d) Each elected member of the Distribution Committee shall be elected for a term of not less than one (1) year nor more than three (3) years, and may succeed himself or herself on the terms herein provided. No elected member shall be elected to serve more than six (6) consecutive years, but nothing shall prohibit a Partner, after having completed an elective term and not having served as an elected member for one (1) year, from thereafter being elected to another term as an elected member. Terms of elected members shall commence on January 1 and end on December 31 of an applicable year, and shall be staggered as determined by the Managing Partner. Vacancies in terms of elected members may be filled in the manner set forth herein for election of elected members.

(e) Any elected member of the Distribution Committee may be removed from membership on such committee upon the recommendation of the Managing Partner, after consultation with the other Officers, and the Supermajority Vote of the Partner Board.

(f) Determinations by the Distribution Committee shall be by majority vote of all of the members of the Distribution Committee with each member having one (1) vote.

(g) The chairman of the Distribution Committee shall determine how it will carry out its functions. The Distribution Committee shall have the authority, but not the obligation, to meet with and solicit the views of practice group leaders or other Partners but may not permit Partners who are not members of the Distribution Committee to participate with the Distribution Committee in its deliberations.

6.6 VOTING BY VOTING PARTNERS; PARTNERS MEETINGS; CERTAIN VOTES BY CLOSED BALLOT; CERTAIN PROVISIONS RE QUORUMS AND VOTING AT MEETINGS; RENEWABLE CREDIT FACILITIES

(a) The following matters shall require the affirmative vote of the Voting Partners:

- (i) The ratification of the election by the Partner Board of elected members of the Partner Board;
 - (ii) The ratification of the election by the Partner Board of elected members of the Distribution Committee;
 - (iii) The approval of any Recourse Credit Facility; and the approval of any Recourse real estate or equipment lease, or any single Recourse contract, that involves a Firm commitment of \$2,500,000 or more;
 - (iv) The approval by Supermajority Vote of a Significant Merger;
 - (v) The approval by Supermajority Vote of all amendments to this Partnership Agreement;
 - (vi) The termination of the Partnership's registration under the LLP Act pursuant to section 1.1(d) above; and,
 - (vii) The Dissolution of the Partnership pursuant to section 3.3 above.
- (b) In all matters requiring the vote of the Partners, each Voting Partner shall have one (1) vote, each Income Partner shall have no vote, and each Contract Partner shall have no vote unless otherwise provided by a Supermajority Vote of the Voting Partners. Except as otherwise herein expressly provided, the vote of a majority of the Voting Partners voting either in person at a meeting of the Voting Partners or in accordance with the provisions of section 6.6(e) below, or voting by proxy given in accordance with section 6.6(f) below, on a matter shall be binding upon all Partners; and where a Supermajority Vote of the Voting Partners is required on a matter, the vote of such Supermajority of the Voting Partners shall be binding on all Partners. All Non-Voting Partners may attend any meetings of the Partners.
- (c) All votes (whether by the Voting Partners or by the members of the Partner Board or any Firm Committee) on the following matters shall be by closed ballot:
- (i) the admission or expulsion of a Partner;
 - (ii) the election or removal of members of the Partner Board;
 - (iii) the election or removal of members of the Distribution Committee;

- (iv) the election or removal of members of the Executive Committee;
- (v) the election or removal of Officers; and
- (vi) the amendment of this Agreement.

The Partner Board may waive the requirement of a closed ballot on any such matter before the Partner Board by Supermajority Vote (which vote need not be by closed ballot); and, any Firm Committee may waive the requirement of a closed ballot on any such matter before that Firm Committee by majority vote (which vote need not be by closed ballot).

(d) In any matter requiring the vote of the Voting Partners, other than those set forth in section 6.6(c) above, the voting shall be by closed ballot if so directed by a majority of the Voting Partners attending the meeting at which the matter is to be voted upon.

(e) Any Voting Partner who does not attend a meeting of Partners may vote upon any matter requiring the vote of the Voting Partners at such meeting by submitting his vote in a double envelope delivered to the Managing Partner or his nominee within five (5) days preceding or subsequent to the date of the meeting, and in such event each such Voting Partner shall be deemed to be present at the meeting for purposes of determining if there is a Quorum. The outside envelope shall be signed by such Voting Partner and sealed, and shall contain an inner envelope which (i) shall be sealed, (ii) shall not identify the person voting by signature or otherwise, and (iii) shall contain the marked ballot of such Voting Partner. In all matters on which there is closed balloting, the envelopes shall be opened and the votes counted in such a manner so as to preserve the secrecy of each Voting Partner's ballot.

(f) Any Voting Partner may, by written or verbal notice to the Managing Partner, authorize the Managing Partner or any other Voting Partner designated by the Managing Partner as having the right and authority to act as a proxy for other Voting Partners (a "Proxy Partner"), to act as proxy for and vote on such Voting Partner's behalf upon any Partnership matter. Any such proxy shall be revocable at will by verbal or written notice to the Managing Partner given at any time prior to the time that the proxy is voted on such matter. No Voting Partner may authorize a Partner, other than the Managing Partner or any Proxy Partner, to vote on such person's behalf by proxy on any Partnership matter.

(g) Meetings of the Partners or the Partner Board to vote on any matter(s) or for any other purpose may be called at any time on not less than three (3) days advance notice, or on such shorter period of notice as may be determined by majority vote of the Executive Committee, which notice (except as otherwise expressly provided in sub-clause 6.6(g)(v) below) need not specifically describe the purpose of and the matters to be voted on at such meeting, as follows:

- (i) by the Managing Partner; or
- (ii) by the Chairman; or
- (iii) by majority vote of the Executive Committee; or
- (iv) by majority vote of the Partner Board; or
- (v) by written petition or demand of not less than twenty-five percent (25%) of the Voting Partners specifying the purpose of the meeting and the matters to be voted on, if any.

(h) One or more Partners may participate in a meeting of the Voting Partners, Executive Committee, Nominating Committee, Partner Board, Distribution Committee or Advisory Committee by means of a telephone conference call, video conference, or similar communications method or equipment by means of which all persons participating in the meeting can hear or communicate with each other. Participation in a meeting pursuant to this Section shall constitute presence in person at the meeting for all purposes.

(i) - The presence of a Quorum at a meeting of either the Partner Board or the Voting Partners, either in person or by proxy given in accordance with the applicable provisions of this Agreement, shall be required for the conduct of business at such a meeting, and in the event of the presence of such Quorum, the Voting Partners or Partner Board members, as applicable, attending such meeting either in person or by proxy may conduct all business and vote on all matters which may be brought before the meeting. The Voting Partners or Partner Board members, as applicable, in attendance at a duly organized meeting can continue to conduct business until adjournment notwithstanding the withdrawal of enough Persons such that a Quorum is no longer present.

(j) Notwithstanding any other provision of this Agreement, any action that may be taken at a meeting of the Executive Committee, Nominating Committee, Partner Board or Voting Partners may be taken without a meeting if, prior to or subsequent to such action, a consent or consents thereto is signed by either: (a) a majority of the Persons entitled to vote on such matter if they had attended such meeting either in person or by proxy and such matter required a majority vote for approval; or (b) a Supermajority of the Persons entitled to vote on such matter if they had attended such meeting either in person or by proxy and such matter required a Supermajority Vote for approval.

(k) Promptly following any meeting of the Voting Partners, Executive Committee, Nominating Committee, Partner Board, or Distribution Committee, or the taking of action by signed consent pursuant to section 6.6(j) above, the Managing Partner shall give notice of all action taken at such meeting or by signed consent to each person entitled to attend or vote at such meeting or on such matter pursuant to the provisions of this Agreement.

6.7 CREDIT FACILITIES APPROVAL PROCESS

The Firm has, as of the date of this Agreement, entered into certain Credit Facilities which do not exceed the Credit Facilities Limit. For purposes of this Agreement, a "New Credit Facility" shall mean a Credit Facility which is not existing on the date of this Agreement. All Credit Facilities and the Credit Facilities Limit are subject to the following approval process:

(a) Any two (2) Officers can approve the renewal of any existing Credit Facility or the renewal of any New Credit Facility, provided that the terms of such renewal are not materially less favorable than the terms of the prior Credit Facility. An increase in the interest rate to the prevailing market rate at the time of renewal, or the imposition of a renewal fee, shall not be deemed to be a materially less favorable term. The determination of the Finance Partner (or if there is no individual then serving as Finance Partner, the determination of the Managing Partner) as to whether (i) a Credit Facility is a New Credit Facility, or (ii) a renewal of a Credit Facility has terms which are materially less favorable to the Firm than the prior Credit Facility, shall be final and binding for purposes of this Agreement.

(b) The Executive Committee shall have the authority to approve (i) the renewal of an existing Credit Facility whose terms are materially less favorable than the terms of

the prior Credit Facility and (ii) any New Credit Facility, so long as such approval would not cause the total of all Firm Credit Facilities in the aggregate to exceed the Credit Facilities Limit.

(c) Any increase in the Credit Facilities Limit shall require the approval of the Executive Committee and the Supermajority Vote of the Partner Board.

(d) Notwithstanding the foregoing, (i) any Recourse Credit Facility, (ii) any Recourse real estate or equipment lease or any single Recourse contract that involves a Firm commitment of \$2,500,000 or more and (iii) any increases in the amount of the Firm commitment under, extensions to the term of, or other material modification of, a Recourse Credit Facility or other such Recourse lease or contract, may each be approved only by the Supermajority Vote of the Partner Board ratified by the vote of the Voting Partners pursuant to section 6.6(a)(iii). The determination of the Finance Partner (or if there is no individual then serving as Finance Partner, the determination of the Managing Partner) as to whether (i) an obligation is a Recourse obligation, or (ii) there has been an increase in the amount of the Firm commitment under, extension to the term of, or other material modification of, a Recourse obligation, shall be final and binding for purposes of this Agreement.

(e) The Managing Partner, the Finance Partner, and such other Officers as the Managing Partner may designate, each shall have the authority to execute any and all agreements, instruments and documents of any nature whatsoever, and to take all actions of any nature whatsoever, on behalf of and in the name of the Firm, as they deem necessary, appropriate or advisable in connection with all Credit Facilities of the Firm existing on the date hereof, and all Credit Facilities, real estate or equipment leases, and contracts which are approved pursuant to the applicable provisions of this Agreement.

6.8 DEPARTMENT HEADS

The Managing Partner, with the ratification and consent of the Executive Committee, shall (i) organize the Firm practice of law by dividing the practice areas into such Departments as he shall determine, and (ii) appoint persons who are Voting Partners, as Department Heads to manage the day-to-day operations of their Departments. All Department Heads shall be subject to the supervision and direction of, and shall report to, the Officers of the Firm as determined by the Managing Partner. Department Heads shall serve for so long as the Managing Partner deems appropriate, and may be removed by the Managing Partner at any time,

and shall have such responsibility and authority as the Managing Partner may delegate from time to time.

6.9 ADMINISTRATIVE HEADS

The Managing Partner, with the ratification and consent of the Executive Committee, may appoint persons who are Partners, as the Administrative Head of a particular Firm office to manage the day-to-day administrative operations of such office consistent with policies, guidelines and directives established by the Officers, the Executive Committee, and the Partner Board. All Administrative Heads shall have such responsibility and authority as the Managing Partner may delegate from time to time, shall be subject to the supervision and direction of, and shall report to, the Officers of the Firm as determined by the Managing Partner. Administrative Heads shall serve for so long as the Managing Partner deems appropriate, and may be removed by the Managing Partner at any time.

6.10 ADVISORY BOARD

(a) At the discretion of and as determined by the Executive Committee, from time to time the Firm may have an Advisory Board which will meet quarterly and will discuss and advise the Firm with respect to agenda items as determined by the Officers. The Advisory Board will have no authority, powers, duties or responsibilities with respect to the Firm and its governance, and its actions shall be advisory only.

(b) The Advisory Board will be composed of not more than ten (10) members consisting of the Officers of the Firm and such number of other members who are not Partners or employees of the Firm as the Executive Committee shall determine. The non-Partner/non-employee members of the Advisory Board shall be nominated by the Officers and appointed by majority vote of the Executive Committee as ratified by majority vote of the Partner Board, and shall serve annual calendar year terms. Compensation and reimbursement of expenses of the Non-Partner members of the Advisory Board shall be determined by the Executive Committee. The Chairman may invite persons who are not members of the Advisory Board to attend Advisory Board meetings.

6.11 ADDITIONAL TRANSITIONAL PROVISIONS

(a) Notwithstanding any other provisions of this Agreement, the initial nomination and election of Officers and members of the Executive Committee, Partner Board, and Distribution Committee, to serve for a term commencing immediately upon the approval of this Amendment and Restatement of the Partnership Agreement by the requisite vote of the Voting Partners, shall be effectuated as follows: (1) the Management Committee, as constituted prior to the effective date of this Amendment and Restatement, by majority vote, shall nominate persons to serve as Officers and as members of the Executive Committee, Partner Board, and Distribution Committee, for such terms (consistent with the provisions of this Agreement) as the Management Committee shall designate; and (2) the election of all such persons to such Offices and Committees for such designated terms shall be ratified and approved by the Supermajority Vote of the Voting Partners at the same time as the Voting Partners vote on and approve this Amendment and Restatement of the Partnership Agreement; and (3) in the event of and immediately upon such approval by Supermajority Vote of the Voting Partners pursuant to clause 6.11(a)(2), the existence of the Management Committee shall terminate and the terms of all Management Committee members shall end, and the terms of all members of the Distribution Committee which commenced prior to the date of this Agreement shall end (subject to the right of such members to commence new terms of service as of the date hereof, if elected to such terms pursuant to the provisions of this Agreement).

(b) Notwithstanding any other provisions of this Agreement, all periods of service of Officers and members of the Executive Committee, Partner Board, and Distribution Committee prior to January 1, 2003 (including periods of service prior to the date of this Agreement, if any) shall not be counted as a term or as a period of service solely for purposes of applying the consecutive terms limits or years of service limits provisions of sections 6.2(b)(ii), 6.3(d), 6.4(e), and 6.5(d) above, so that only service in such capacities commencing on or after January 1, 2003 shall be counted for such purposes.

6.12 CERTAIN COMMITTEE VACANCIES

Notwithstanding any other provisions of this Agreement, if the expiration or other termination for any reason of the term of any member of the Executive Committee, Partner

Board, or Distribution Committee results in such Committee or Board having less than the required minimum number of elected or total members stipulated in the applicable provisions of this Agreement (the "Minimum"), then the Managing Partner, after consultation with the other Officers, may appoint an individual or individuals to serve on such Committee or Board so as to meet such Minimum until a sufficient number of individuals are elected pursuant to the provisions of this Agreement to meet such Minimum. Service pursuant to such appointment by the Managing Partner shall not be counted for purposes of applying the consecutive years limits for service pursuant to the applicable provisions of this Agreement.

ARTICLE VII BANK ACCOUNTS; INVESTMENTS; CERTAIN CREDIT FACILITIES

7.1 The Partnership shall maintain checking or other accounts in such banks or other financial institutions as the Managing Partner or Finance Partner shall determine and there shall be deposited into such accounts (i) all funds received by or on behalf of the Partnership, and (ii) all funds of clients or others to be held by the Partnership or any Partner for the accounts of such clients or others.

7.2 Withdrawals from any such Partnership bank accounts shall be upon the signatures of such Partners or other individuals as shall be designated by the Managing Partner or Finance Partner.

7.3 Investment of Partnership funds shall be in accordance with policies established by the Finance Partner and approved by the Executive Committee. All investments shall be made under the supervision of the Finance Partner upon the signatures of such Partners or other individuals as shall be designated by the Managing Partner or the Finance Partner.

7.4 Instructions for deposits, withdrawals, wire transfers or investments pursuant to section 7.2 or 7.3 above may be given by telephone, and if written, instructions, directions or confirmations may be transmitted by facsimile (with receipt confirmed), electronic mail, courier, mail or other delivery service.

ARTICLE VIII BOOKS OF PARTNERSHIP; TAX MATTERS PARTNER

8.1 The Partnership books shall be maintained at the principal office of the Partnership and all Officers and all members of the Executive Committee, Distribution

Committee, and Partner Board shall have access thereto. Except as otherwise specifically provided in this Agreement, access thereto by other persons shall be at the discretion of and advance written approval of the Managing Partner or the Distribution Committee.

8.2 The books of the Partnership shall be kept on such basis and audits shall be made at such times and in such manner as shall be determined from time to time by the Executive Committee.

8.3 Partnership financial statements shall be made available for review by each Partner other than a Contract Partner, on a periodic basis, no less frequently than quarterly, upon request made by such Partner to the Finance Partner. The financial statements shall be in such form as are provided to the Executive Committee, including without limitation the annual audited financial statements for the Partnership. Such financial statements shall not include any statement of or information concerning the Capital Accounts, draws, or allocations of profits of any individual Partner.

8.4 The Partnership hereby designates the Finance Partner, and/or any other Partner designated as such by the Managing Partner, as the Tax Matters Partner under Section 6231(a)(7) of the Internal Revenue Code of 1986, as amended, with respect to Partnership tax matters.

ARTICLE IX PROFITS AND LOSSES; EXPENSES OF PARTNERS

9.1 The net profits or the net losses of the Partnership in each fiscal year shall be divided among or borne by the Partners in accordance with allocation by the Distribution Committee, as provided in section 6.5(a) above. Without limitation on the foregoing, the Distribution Committee may allocate charitable and political contributions made by the Firm to individual Partners in such manner as the Distribution Committee may deem appropriate.

9.2 The Partners are expected to engage in activities to improve and benefit the practice and business of the Partnership, such as maintaining memberships in clubs, traveling in connection with Partnership business, and entertaining clients and others. All monies expended by Partners in such activities will be regarded as business expenses of the Partner for which no reimbursement shall be made by the Partnership, unless otherwise determined by the Managing Partner or the Distribution Committee.

ARTICLE X CONFIDENTIALITY

10.1 Except with the express prior written consent of the Executive Committee or Managing Partner, or except on the Partnership's behalf in the proper course of the Partnership's practice and business, both during such time as a Person is a Partner and thereafter, each Partner agrees that he or she will not, directly or indirectly, disclose or divulge to any Person or use for his or her own benefit or for the benefit of any Person, any confidential or proprietary knowledge or information concerning the practice, business, operations and management of the Partnership, no matter how or when acquired, including without limitation any information pertaining to the Partnership's present and former clients and prospective clients, present and former associate attorneys and other employees, fees, costs, expenses, other financial information, marketing methods and programs, computer programs and systems, governance and management provisions and policies, agreements, trade secrets, and policies, in any form or media including written, electronic, and digital (collectively, the "Confidential Information"). For purposes of this agreement, Confidential Information will not include any information which is now or hereafter known by or readily available to the general public, other than as a result of any breach of this Agreement or any other improper act or omission by any Person.

10.2 Each Partner agrees that all write-ups, notes, materials, memoranda, documents, software or products (in any form or media, including written, electronic and digital) developed or prepared for, or in the course of the business or practice of, the Partnership, which are not the property of a client of the Partnership, are the property of the Partnership, and all title and interest therein shall vest in the Partnership and shall be deemed to be a work made for hire and made in the course of the services rendered by a Partner to or on behalf of the Partnership. To the extent that title to any such works may not, by operation of law, vest in the Partnership or such works may not be considered works made for hire, each Partner hereby transfers, grants, conveys, assigns and relinquishes exclusively to the Partnership all of such Partner's right, title and interest in and to such works including all rights under patent, copyright, trade secret and trademark law, in perpetuity or for the longest time period otherwise permitted by law.

10.3 Upon termination of a Partner's interest in the Partnership, each Partner agrees to immediately return to the Partnership all equipment and other property of the Partnership, and all

originals and copies of correspondence, files, documents, manuals, software, magnetic or digital media, instructions, client and prospect lists, fee and cost schedules, data, forms, notes and other materials which contain any of the Confidential Information of the Partnership or are otherwise the property of the Partnership, and agrees not to retain copies of any of those materials.

10.4 Each Partner agrees that a breach of any of the provisions of this Article X will immediately and irreparably harm the Firm's practice and business, including but not limited to the Firm's valuable business relations with its actual and prospective clients, and that compensatory damages cannot be calculated readily and are not in any event an adequate remedy. Accordingly, each Partner agrees that in the event of any breach or purported breach of any of the provisions of this Article X by a Partner, the Firm shall be entitled to specific performance, injunctive relief, and other equitable remedies and relief. Further, each Partner agrees to reimburse the Firm for all costs and expenses, including reasonably attorneys' fees, which the Firm incurs in connection with the enforcement of its rights against such Partner under, or any breach by such Partner of, this Article X or any other provision of this Agreement.

ARTICLE XI DEATH OF A PARTNER

11.1 Upon the death of any Partner, and except as hereinafter provided, all interest of the deceased Partner in the Partnership, and its assets and properties of whatever nature, shall terminate at the time of his or her death.

11.2 Unless otherwise agreed by an individual Partner and the Firm, the Firm shall pay to the estate of a deceased Partner the following amounts, without interest unless otherwise expressly stated herein, at the times indicated:

(a) The deceased Partner's undistributed share of Partnership net profits for the fiscal year in which death occurs, determined by the Distribution Committee pursuant to the applicable provisions of this Agreement, shall be paid by the Firm as soon as practicable, but in no event later than three and one-half (3-1/2) months following the close of the then current fiscal year.

(b) [Deleted]

(c) The sum of One Hundred and Twenty Thousand Dollars (\$120,000) (from and out of the net profits of the Partnership and representing the deceased Partner's share of the

work-in-progress, fees receivable and his or her participation in the continuing receipts of the Partnership), shall be paid without interest in thirty-six (36) equal monthly installments, beginning thirty (30) days after the close of the Partnership fiscal year during which his or her death occurred. Except as may have been otherwise determined by the Distribution Committee, such amount shall be reduced by ten percent (10%) for each full year less than ten (10) years that said deceased Partner shall have been a Partner or associate of the Firm.

(d) Notwithstanding anything to the contrary herein contained, the deceased Partner's designated beneficiary shall receive the proceeds of any group life insurance payable on his or her death, if any, and such amount shall not be credited against or in any way reduce the amount to be paid pursuant to the provisions of this Article XI.

ARTICLE XII DISABILITY OF A PARTNER

12.1 Should any Partner become physically or mentally disabled and prevented by such disability from performing his customary duties and devoting his or her full time and attention to the business of the Partnership, after determination of such disability by the Executive Committee in its discretion, which determination shall be final and binding on such disabled Partner, the said disabled Partner shall, at the end of the month of such determination by the Executive Committee, cease to be a Partner. In such event, and except as herein provided, all interest of said disabled Partner in the Partnership, and its assets and properties of whatever nature, shall terminate at the time such Partner ceases to be a Partner.

12.2 The Firm shall pay to the disabled Partner the following amounts, without interest unless otherwise expressly stated herein, at the times indicated:

(a) The disabled Partner's undistributed share of Partnership net profits for the fiscal year in which he or she ceases to be a Partner, determined by the Distribution Committee pursuant to the applicable provisions of this Agreement, shall be paid by the Firm as soon as practicable, but in no event later than three and one-half (3-1/2) months following the close of the then current fiscal year. The disabled Partner shall continue to draw against his or her distributive share of Partnership profits for the fiscal year in which he or she ceases to be a Partner for the balance of the said fiscal year, such sums and at such times, as the Distribution Committee shall determine.

(b) [Deleted]

(c) From and out of the net profits of the Partnership, and so long as the disabled Partner continues to be disabled and does not directly or indirectly engage in the practice of law or otherwise pursue, as employee or otherwise, a gainful activity related to the practice of law, he or she shall be paid monthly by the Partnership the lower of (A) Two Thousand Dollars (\$2,000) or (B) two and one-half percent (2-1/2%) of such Partner's share of net profits of the Firm for the immediately preceding fiscal year, less any amounts paid to such disabled Partner under any disability insurance policies provided through the Partnership contract for such insurance; provided, however, that should such payments begin after such disabled Partner shall have attained the age of sixty-five (65) years, the monthly payment that shall be made thereafter shall not exceed the payments that would have been made to such Partner had he or she retired at age sixty-five (65) years with his or her share of the Partnership net profits for the three (3) full years preceding his or her disability as the basis for calculation of retirement payments.

(i) Anything herein elsewhere contained notwithstanding, and except as otherwise determined by the Distribution Committee, the amount payable by the Firm pursuant to this sub-paragraph (c) shall be reduced by ten percent (10%) for each full year less than ten (10) years that said disabled Partner shall have been a Partner or associate of the Firm.

(ii) Anything herein contained notwithstanding, the maximum amount that shall be paid by the Firm under this subparagraph (c) shall not exceed two hundred percent (200%) of the amount that would have been determined to be payable under Article XI, Paragraph 11.2(c) hereof had the disabled Partner died at the same time that he or she ceased to be a Partner because of disability.

12.3 Upon the death of a disabled Partner at a time that he or she was receiving payments pursuant to Sub-paragraph (c) of Paragraph 12.2, there shall be determined the amount that would have been payable pursuant to Article XI, Paragraph 11.2(c) hereof had such Partner died at the time that he or she ceased to be a Partner because of such disability (presumed death benefit). The amount of disability payments made pursuant to sub-Paragraph (c) of Paragraph 12.2, excluding any disability insurance payments therein referred to, shall be subtracted from the determined presumed death benefit, and the balance shall be paid by the Firm out of its net

profits to the estate of the deceased disabled Partner, without interest, in thirty-six (36) equal monthly installments commencing one (1) month following the death of such deceased disabled Partner.

12.4 Should a disabled Partner wish to resume active association with the Firm, the terms and conditions of such association and whether such association shall be permitted shall be determined by the Executive Committee. Such association may include readmission to Partner status.

12.5 Nothing herein contained shall preclude a Partner who is partially disabled from continuing to be a Partner of the Firm upon such terms and conditions as may be agreed between such Partner and the Executive Committee, including but not limited to deferral of such Partner's rights under Article XIII.

ARTICLE XIII RETIREMENT FOR AGE

13.1 The policies and practices of the Firm with regard to retirement of a Partner, including but not limited to the terms and conditions under which Partners may retire, and the retirement benefits payable to such Partners shall hereafter be set forth in a separate document to be entitled "Blank, Rome, Comisky & McCauley Partner Retirement Plan" (the "Retirement Plan").

13.2 The Retirement Plan dated as of April 22, 1982, as the same has or may hereafter be amended, was previously approved and adopted by the Partnership and all of the terms of such Retirement Plan have been and are hereby incorporated into and made a part of this Agreement, with the same force and effect as if such Retirement Plan were originally included as an Article of this Agreement.

13.3 The Retirement Plan may be amended at any time and from time to time in the same manner as is herein provided in Paragraph 15.4 for amendments to this Agreement and in Section (9) of the Retirement Plan. The parties hereto agree that the phrase in such Section (9) which now reads "in writing by not less than three-fourths (3/4) of the original parties to such Partnership Agreement who are then partners" was previously amended to read "by two-thirds (2/3) majority vote of the Voting Partners."

ARTICLE XIV ADMISSION, EXPULSION, WITHDRAWAL

14.1 ADMISSION OF NEW PARTNERS

Persons may be admitted as Partners in the Firm and become parties to this Agreement upon such terms as the Executive Committee shall determine, provided, however, that no person shall be admitted as a Partner unless the admission is approved by the majority vote of the Executive Committee, and except as otherwise provided in Section 6.3(a)(viii) above, the Supermajority Vote of the Partner Board. Upon admission, a Partner immediately shall become a party to this Agreement and shall be subject to all of the provisions of this Agreement, and shall sign a joinder to this Agreement in such form as the Executive Committee shall require.

14.2 EXPULSION OF PARTNER

Any Partner's status as a member of the Firm and the entire interest of such Partner in the Firm and any of its assets and properties of whatever kind or nature, may be terminated in the following manner:

(a) A Partner shall be notified that the Executive Committee will consider the termination of such Partner's status as a Partner and such Partner will be afforded an opportunity to appear alone or with counsel of his or her choosing before the Executive Committee to discuss the proposed termination of Partnership status. The termination of such Partnership status must be approved by, and shall be effective immediately upon, the majority vote of the Executive Committee and the Supermajority Vote of the Partner Board. If such Partner is then a member of the Executive Committee or Partner Board, he or she shall not have the right to vote on such matter or, except as expressly provided above, to appear before or participate in any way in meetings and deliberations of the Executive Committee or Partner Board with respect to such matter.

(b) In the event of the termination of a Partner's interest pursuant to this paragraph or pursuant to Section 3.2(e) above, the sole right (in addition to any rights to indemnification under Section 15.2 below) of the Partner whose status shall have been so terminated shall be to receive, without interest, payments from the Partnership equal to the aggregate of:

(i) [Deleted]

(ii) Such Partner's undistributed share of net profits of the Partnership for the period of the then current fiscal year ending upon the date of such termination, shall be determined and paid at such times, and subject to such terms and conditions, as the Distribution Committee shall determine in its sole and absolute discretion.

(iii) As a pre-condition to any payments by the Partnership to such expelled Partner and any obligation of the Partnership to the expelled Partner under section 15.2 below, if any, and as a pre-condition to such Partner's right, if any, to receive the payments provided for above and to receive the benefits of section 15.2 below, such Partner shall sign a separation agreement and release in form and substance acceptable to the Firm and its legal counsel.

(c) Upon payment of such sums, the Firm shall have no further obligation or liability to such Partner of any nature whatsoever, except that the Firm shall indemnify and save harmless such Partner in accordance with the provisions of Paragraph 15.2 below.

14.3 WITHDRAWAL

A. A Partner may withdraw from the Firm pursuant to the provisions in this Article as follows:

(a) The Partner seeking to withdraw (subsequently referred to as the "Withdrawing Partner") shall give written notice of the intent to withdraw to the Managing Partner, with a copy to the Firm's General Counsel, a minimum thirty business days prior to the intended date of withdrawal.

(b) Withdrawing Partner shall have an obligation to reasonably cooperate with the Firm on all efforts to obtain payment of fees for work performed when Withdrawing Partner was at the Firm, and to obtain reimbursement of expenses paid by the Firm (including without limitation contingent fee matters). Withdrawing Partner shall cooperate in having clients authorize the sharing of fees between the Firm and Withdrawing Partner (or Withdrawing Partner's new firm, if applicable), with respect to services rendered by the Firm prior to the Termination Date where the client elects to continue to have the Withdrawing Partner provide legal services.

(c) Withdrawing Partner shall be responsible for removing at his or her personal expense all personal property (*i.e.*, property that is not the property of the Firm or its clients) from all premises leased, owned, or operated by the Firm on or before the date of intended withdrawal, unless the Managing Partner authorizes otherwise. Withdrawing Partner shall not without advance written consent remove any property of the Firm, including that Withdrawing Partner's computer, smart phone or similar devices belonging to the Firm.

B. If any Partner shall withdraw from the Firm (whether by affirmative action, by operation of law, or otherwise), and if upon such withdrawal the provisions of Articles XI, XII or XIII, or Paragraph 14.2 hereof, or any of them, are not operative with respect to such withdrawal, then the following shall apply:

(a) All interest of such Partner in the Partnership, and its assets and properties of whatever kind or nature, shall terminate as of the time of such withdrawal.

(b) In recognition of the fact that no Partner has any exact or determinable over-all interest in the Firm or any of its assets or properties, and because of the complexities involved in determining the exact amount or extent of losses, damages, costs and expenses to the Firm arising by reason of such Partner's withdrawal, in lieu of any valuation of a Partner's interest and as agreed liquidated damages in favor of the Firm, any such withdrawing Partner shall be entitled to receive, upon demand and without interest, payment of the following sums as the sole and full payment for such Partner's entire interest in this Partnership:

(i) [Deleted]

(ii) Such Partner's undistributed share of net profits of the Partnership for the period of the then current fiscal year ending upon the date of such withdrawal, shall be determined and paid at such times, and subject to such terms and conditions, as the Distribution Committee shall determine in its sole and absolute discretion.

(iii) Such additional amounts, if any, that shall be determined and paid at such times, and subject to such terms and conditions, as the Distribution Committee shall determine.

(iv) As a pre-condition to any payments by the Partnership to such Partner and any obligation of the Partnership to such Partner under section 15.2 below, if any,

and as a pre-condition to such Partner's right, if any, to receive the payments provided for above and to receive the benefits of section 15.2 below, such Partner shall sign a separation agreement and release in form and substance acceptable to the Firm and its legal counsel.

(c) Upon payment of the sum provided in subparagraph (b) hereof, the Firm shall have no further obligation or liability to such Partner, except that the Firm shall indemnify and save harmless such Partner in accordance with the provisions of Paragraph 15.2 below.

14.4 Notwithstanding anything herein stated to the contrary, in the event of the voluntary withdrawal or expulsion or other termination of a Partner, if such Partner continues the practice of law on behalf of any existing or former clients of the Firm, then (i) such Partner shall provide reasonable assistance to the Firm, as requested, in order to enable the Firm to be paid in full for all accounts receivable and work in progress due from such clients; (ii) such former Partner will pay and apply to the Firm, and will cause any law firm with which he or she affiliates to pay and apply to the Firm, any payments which he or she or such firm receives from such clients until all of the Firm's accounts receivable and work in progress due and owing by such clients shall have been paid in full; and (iii) the Firm may, in the sole discretion of the Executive Committee, assign to such former Partner, without recourse and without warranty that such sums are collectible and without any other warranty, all rights to payment for work in progress and accounts receivable of clients who terminate the Firm's representation and are thereafter represented by such former Partner or any law firm with which he or she affiliates, and offset such amounts against any amounts due by the Firm to such former Partner (including, without limitation, his or her Capital Account).

ARTICLE XV MISCELLANEOUS PROVISIONS

15.1 LIMITATION ON PAYMENTS

Anything herein contained to the contrary notwithstanding, if the Partnership is required to make payments because of the death and/or retirement and/or disability of more than one Partner, under Paragraphs 11.2(c), 12.2(c), 12.3, Article XIII, and the Retirement Plan, the aggregate of the payments required to be made by the Partnership for any given fiscal year, regardless of the number of payees, shall not exceed ten percent (10%) of the net profits of the Firm for the said fiscal year as determined by the Distribution Committee (the "Payment

Limitation"). The Payment Limitation shall be apportioned pro rata (based upon the ratio of the amounts that such persons or estates would otherwise have been entitled to receive) among those persons or estates entitled to such payments. Any amounts which would otherwise be due but which can not be paid in a given fiscal year by reason of the Payment Limitation will be deferred to and be payable in the next fiscal year, again subject to the application of the Payment Limitation and pro-rata apportionment as set forth above. All applicable periods for payment stated in Paragraphs 11.2(c), 12.2(c), 12.3, Article XIII and the Retirement Plan shall be extended if necessary to give effect to the provisions of this section.

15.2 LIMITATION ON LIABILITY; INDEMNIFICATION

(a) Notwithstanding any provision of this Agreement to the contrary, no Partner shall have any personal liability for (i) payments and obligations of the Partnership pursuant to the terms of Section 4.7 and Articles XI, XII, XIII, and XIV hereof and the Retirement Plan on account of the death, disability, retirement, withdrawal or expulsion of a Partner, and (ii) the Partnership's obligation to assume and satisfy, and indemnify, defend and hold harmless a Terminated Partner from, certain Losses, expenses, liabilities and obligations pursuant to the provisions of sections 15.2 (c) and 15.2 (d) below; and such payments and obligations shall not be Recourse obligations, and the liability for such payments and obligations shall be limited to the assets of the Partnership.

(b) As used in this Agreement, the terms "Loss" or "Losses" shall mean any and all actions, causes of action, litigation, claims, debts, dues, accounts, demands, losses, deficiencies, damages, liabilities, obligations, and expenses of any nature whatsoever, including without limitation court costs, legal fees, expert witness fees, and other expenses of litigation, arising from or in connection with or in any manner relating to the Partnership. The term "Pending Claims" shall mean any Losses pending against or known to the Partnership or a Partner at the time of such Partner's voluntary withdrawal or expulsion from the Partnership. The term "Excepted Losses" with respect to any Partner shall mean Losses caused by or arising from or in connection with such Partner's (1) willful misconduct or fraud, or (2) breach of this Partnership Agreement or any other written Agreement with or relating to the Partnership, or (3) willful violation of the Code of Professional Responsibility, Rules of Professional Conduct, or other applicable disciplinary, professional or ethical statutes, rules and regulations.

(c) Upon the termination of the interest of a Partner in the Partnership by reason of death under Article XI, total disability under Article XII, or retirement after attaining sixty (60) years of age under Article XIII, then the Partnership shall assume and satisfy as they become due and shall defend, indemnify and hold harmless such deceased, disabled or retired Partner from, any and all Losses, with the sole exception of such Partner's Excepted Losses. The Executive Committee shall determine in its sole discretion the manner and extent, if any, to which such deceased, disabled or retired Partner shall bear his or her Excepted Losses.

(d) Upon the termination of the interest of a Partner in the Partnership by reason of voluntary withdrawal or expulsion, or termination for any reason of a Contract Partner Agreement, the Partnership shall assume and satisfy as they become due and shall defend, hold harmless and indemnify such withdrawing or expelled Partner from, all ordinary business expenses, ordinary obligations, and ordinary liabilities of the Partnership incurred in the normal course of the Partnership business with the following exceptions:

(i) The Executive Committee shall have the right in its sole discretion to determine the portion or amount of any Credit Facilities, other loans, lease obligations, Pending Claims, and Excepted Losses to be assessed against and borne by such expelled or withdrawn Partner. It is the intention of the parties that any expelled or withdrawing Partner shall remain liable for the share of Pending Claims and Excepted Losses which could have been assessed, against and borne by such Partner had such Partner remained a Partner with Partnership after the date of withdrawal or expulsion; and

(ii) The Partnership and/or the Partners shall have no obligation to defend, indemnify and hold harmless any such expelled or withdrawing Partner from any Pending Claims or Excepted Losses, except to the extent of insurance coverage provided by the Partnership's applicable insurance policies, and such withdrawal or expulsion shall not exonerate or release any such Partner from liability to the Partnership or to any third party with respect to any Pending Claims or Excepted Losses.

(e) Notwithstanding any other provision hereof, the Executive Committee, in its sole discretion, shall have the right to offset any claims of any nature whatsoever which the Partnership has or may have against a withdrawn, expelled, deceased, disabled or retired Partner (collectively a "Terminated Partner"), including without limitation claims for such Terminated

Partner's share of Partnership liabilities, Pending Claims, Excepted Losses, and claims under Section 14.4 above, against such Terminated Partner's Capital Account and against any other sums due by the Partnership to such Terminated Partner; and may withhold payment of the Capital Account of a Terminated Partner and other sums due to a Terminated Partner on such terms as the Executive Committee deems appropriate pending the resolution of any such matters.

(f) The provisions of Section 15.2 shall be subject to, and deemed amended to the extent inconsistent with, the limitations of liability provided in Section 1.5 above and in the LLP Act; provided, however, that notwithstanding 15 Pa.C.S.A. §8205(a), pursuant to the provisions of Sections 15.2(c), (d) and (e) of this Agreement, the Firm shall have the right to retain and offset claims against any or all of a Terminated Partner's Capital Account.

15.3 CONFIDENTIALITY OF DISPUTES; RESOLUTION OF DISPUTES

(a) If there shall be any claims, controversies, demands, disputes, or differences (i) concerning the Partnership or the Partners and their relationship with the Partnership, or (ii) arising from or relating to this Agreement (collectively, a "dispute"), all the facts and circumstances surrounding or relating to the subject matter of any such dispute shall be kept in strict confidence, and none of the parties involved in such disputes shall at any time disclose any of the matters relating to the dispute to any person or entity except, if appropriate, to the Managing Partner, the Executive Committee, and lawyers and accountants representing the party or parties involved in the dispute and who agree to be bound by the provisions of this Section 15.3(a). Furthermore, if the dispute shall become the subject matter of a Court action or arbitration proceeding, all parties involved in any such dispute hereby irrevocably direct and consent to the entry of an order by any Court or arbitrators having jurisdiction thereof permanently impounding and sealing all of the proceedings and papers in such Court action or arbitration and directing that all such papers and proceedings shall not be made part of the public records of any Court or arbitration tribunal or otherwise disclosed to any third party unless such Court having jurisdiction shall find, by further order, that it is in the public interest to do so.

(b) Except as otherwise provided in Subparagraph 15.3(c) below, any claims, controversies, demands, disputes or differences between or among the parties hereto or any persons bound hereby arising out of, or by virtue of, or in connection with, or relating to this Agreement or the Partnership shall be submitted to and settled by arbitration which shall take

place in the City of Philadelphia, Pennsylvania, before and in accordance with the Commercial Arbitration Rules then obtaining of the American Arbitration Association ("AAA"). Judgment upon the written award or decision of the arbitrators may be entered in any court having jurisdiction thereof pursuant to the terms of this Agreement. The written arbitration award or decision shall be valid, binding and final, and may include a finding as to the bearing of costs and expenses of the proceeding; and, except as otherwise provided in Section 15.3(c), shall be a condition precedent to any legal action that any party may contemplate except an action to compel arbitration pursuant hereto. The arbitration shall be conducted before a panel of three arbitrators (all of whom shall be either active or retired judges or practicing attorneys, now residing and having engaged in their said respective occupations in the five county Greater Delaware Valley, Pennsylvania area) selected as follows: one shall be designated by each of the opposing parties to the arbitration, and the third arbitrator shall be selected by the two arbitrators so designated by the parties; and any decision or award shall be by majority vote of the arbitrators.

(c) Notwithstanding any provision of this Agreement to the contrary (including Section 15.3(b) above), nothing herein contained shall preclude the Partnership or any Partner from (i) resort to judicial process (subject to the limitations of Subsection 15.3(a) above) if either the Executive Committee of the Partnership or such Partner deems it appropriate in its discretion to seek any form of specific performance or equitable or injunctive relief whatsoever against any other party, or (ii) agreement to and use of any alternative dispute resolution procedure authorized by majority vote of the Executive Committee.

(d) Subject to the terms of this Section 15.3, each of the parties hereto irrevocably consents to the exclusive jurisdiction of the Courts of Pennsylvania (State and/or Federal) in any and all legal actions, suits or judicial proceedings between or among any of the parties hereto arising under or relating to this Agreement or the Partnership, and each party waives any objection to the laying of venue of any such action in Philadelphia, Pennsylvania.

15.4 AMENDMENT

This Agreement may be amended only by (a) the Supermajority Vote of, or a writing signed by a Supermajority of, the Partner Board, and (b) the Supermajority Vote of, or a writing signed by a Supermajority of, the Voting Partners, and any amendment so approved shall

be effective and binding on all parties hereto; provided, however, that any amendment to Articles XI, XII, and XIII of this Agreement, to the extent such amendment would reduce the dollar amount of, or postpone or delay the payment of, benefits payable under any of those Articles, shall not be applicable to any Partner who shall not sign or vote in favor of such amendment. In the event that this Agreement is amended as herein provided at any time, such Amendment shall be reflected in a written Certification of Amendment of Partnership Agreement which shall be signed by any two of the Managing Partner, Chairman, Finance Partner or Executive Partner, who shall certify in such Certification that such Amendment was duly adopted by the requisite approval of the Partner Board and the Voting Partners, and such written Certification shall be binding on all of the parties hereto. A copy of each such Certification shall be kept on file in the office of the Managing Partner, Finance Partner or Executive Partner, and shall be open for inspection at reasonable times and upon reasonable advance notice upon request of any Partner.

15.5 RESIGNATION OR RENUNCIATION AS FIDUCIARY

Anything herein contained to the contrary notwithstanding, if requested to do so by the Executive Committee, each Partner agrees to execute from time to time, in such form as the Executive Committee may require, designations of successor fiduciaries, and further agrees that if requested by the Executive Committee at any time, such Partner will renounce his or her right to serve as, or resign and renounce his or her right to receive compensation as, a fiduciary, personal representative, guardian or trustee under a will or trust agreement; provided, however, that this provision shall not be applicable to fiduciary activity by a Partner for and on behalf of such Partner's family.

15.6 WAIVER AND RELEASE

Each Terminated Partner waives and releases all rights under Sections 8360 and 8364 of the Pennsylvania Partnership Code, 15 Pa C.S.A. §§8360 and 8364, and any similar statutes or codes of any other jurisdiction.

15.7 ENTIRE AGREEMENT

This Amended and Restated Partnership Agreement together with Schedule 1 attached hereto and made part hereof, and all Contract Partner Agreements listed on Schedule 2 attached hereto and made part hereof, and all amendments hereto and to the Contract Partner

Agreements, contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

15.8 GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania (without reference to choice of law rules) applicable to agreements made, delivered and to be performed entirely therein.

15.9 PERSONS BOUND

This Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the parties hereto, any persons or entities now or hereafter admitted to the Firm as Partners pursuant to the applicable provisions hereof, and their respective heirs, personal representatives, successors and assigns.

15.10 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof.

15.11 HEADINGS

The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

15.12 WAIVERS

No delay on the part of any party in exercising any right hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right hereunder, nor any single or partial exercise of any right hereunder, preclude any other or further exercise thereof or the exercise of any other right hereunder.

15.13 VARIATIONS IN PRONOUNS

All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

15.14 ASSIGNMENT

Each Partner's or other party's rights and obligations under this Agreement may not be assigned or delegated by such Partner or other party, except as otherwise expressly provided by the terms of this Agreement or with the written consent of the Executive Committee, which consent may be withheld for any reason in the sole and absolute discretion of the Executive Committee.

15.15 SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

15.16 NOTICES

Any notice or other communication required or which may be given hereunder shall be in writing and deemed to have been duly given (i) when delivered personally, (ii) when transmitted by prepaid telegram, telecopy, telex, or electronic means, if confirmed by signed original sent promptly thereafter, (iii) three days after being mailed by first class certified mail, return receipt requested, postage prepaid, or (iv) one day after being sent by a nationally-recognized express courier service, postage or delivery charges prepaid, to any Partner at his or her last known residence address, or to the Partnership at its principal place of business, Attention: Managing Partner, with a copy to Attention: Chairman, or to such other addresses as the parties may designate by notice given in accordance with this section.

[IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written, intending to be legally bound hereby.]

Dated: January 1, 2007]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written, intending to be legally bound hereby.

Dated: October 5, 2011

April 22, 1982-Amended
Effective October 5, 2011

**BLANK ROME LLP
PARTNER RETIREMENT PLAN**

PLAN SUMMARY
As of September 1, 1986

The objective of this Plan is to provide our partners with more realistic retirement benefits than are provided under our Partnership Agreement before adoption of this Plan. It permits each partner to retire at ages 60 and above, but is designed to maximize benefits if retirement occurs at age 68. This Plan takes into account the financial resources of the firm and limits the firm contribution for those partners who are young enough to be able to accumulate substantial balances in their HR-10 accounts.

The Plan has been structured on the basis of Spring 1982 facts concerning the level of firm income, the range of individual distributions, the age distribution of our current partners, and prevailing law relating to HR-10 Plans. It is recognized that future adjustments to the Plan may be required as those factors change.

The retirement benefit payable to a partner under this Plan is a function of that partner's:

- length of service as a partner;~ and
- age at retirement; and
- contribution to the success of the firm; and
- age at April 22, 1982, when the Plan was adopted.

The variety of factors considered, and their interaction with each other, results in seeming complexity in determining a partner's benefits under this Plan. However, the examples and tables attached to the Plan should enable each partner to easily determine his or her projected retirement benefits.

PLAN DESCRIPTION

A. PARTNERS COVERED

Retirement benefits determined pursuant to this Plan are payable to David F. Girard-diCarlo, Raymond L. Shapiro, Howard T. Glassman and all other persons who were partners in the firm on February 1, 1982.

B. CALCULATION OF BENEFITS

Annual benefits payable to a partner pursuant to this Plan are calculated by application of the following formula:

$$\begin{array}{ccccc} \text{(Accrual} & & \text{x} & & \text{(Age} & & \text{x} & & \boxed{\text{(Distribution} & & \text{-} & & \text{(Self-Funding}} \\ \text{Factor)} & & & & \text{Factor)} & & & & \text{Factor)} & & & & \text{Factor)} \end{array}$$

Each of these terms and factors is described below.

C. ACCRUAL OF BENEFITS ("Accrual Factor")

- (1) A partner accumulates a five per cent (5%) Accrual Factor for each year he or she is a partner prior to attaining age 68, provided, however, that I. Stanley Levine shall have fifteen (15) years of partnership in order to have the full accrual of benefits hereunder.
- (2) The maximum Accrual Factor is 100%, attained after twenty (20) years as a partner.

D. RETIREMENT PERIODS ("Age Factor")

- (1) All retirements are effective as of the end of the firm's fiscal year. A partner's age at the end of such fiscal year determines his or her applicable Age Factor.
- (2) Optimum retirement is available at age 68, at which time the applicable Age Factor is 100%.
- (3) Early retirement is permitted at ages 60 to 67, with application of the following Age Factors:

<u>Age</u>	<u>Factor</u>
60	45%
61	50%
62	55%
63	60%
64	66%
65	73%
66	81%
67	90%
68	100%

- (4) Late retirement is permitted after age 68, with application of the following Age Factors:

<u>Age</u>	<u>Factor</u>
69	95%
70	90%
71	85%
72	80%
Over 72	75%

- (5) [Deleted]

E. CONTRIBUTION TO THE FIRM ("Distribution Factor")

A partner's Distribution Factor is equal to the lesser of:

- (1) \$120,000; or
- (2) 40% of the average amount distributed to such partner during each of the three lowest years out of his or her five highest distribution years, up to and including the fiscal year in which such partner attains age 65, but not thereafter.

F. "SELF-FUNDING FACTOR"

- (1) A partner's Distribution Factor is reduced by that partner's Self-Funding Factor, to provide the firm with an offset based upon that partner's ability to accumulate a substantial balance in his or her HR-b account.
- (2) The amount of the Self-Funding Factor is determined on the basis of a partner's age at the time the Plan is adopted and the number of years it would take that partner to attain retirement age.
- (3) The Self-Funding Factor is \$2,500 for each fiscal year in which a partner remains an active partner after January 31, 1982, up to and including the fiscal year in which a partner attains age 68.
- (4) If a partner elects to delay retirement beyond age 68, a Self-Funding Factor of \$5,000 is applied for each fiscal year in which that partner remains active after age 68.

G. PAYMENT PERIOD - MAXIMUM BENEFITS

- (1) Benefits payable pursuant to this Plan are annual benefits and are payable for a maximum of 10 years from a partner's retirement date.
- (2) If a retired partner dies before the end of the 10-year payment period and has a surviving spouse, benefits are reduced by 50% as of the date of death and payments continue to such partner's surviving spouse. If there is no surviving spouse, benefits are terminated as of date of death of such retired partner. If a surviving spouse dies before the end of the 10-year payment period, benefits are terminated as of date of death of such surviving spouse.
- (3) The maximum payment under this Plan to a retired partner and his or her spouse is limited to \$750,000. When payments aggregating that amount have been made, no further payments will be made to the partner and/or his or her spouse, even if the ten-year payment period has not expired.
- (4) Notwithstanding the foregoing, if a retired partner survives the 10-year period or receives \$750,000 during a shorter period pursuant to this Plan, such surviving retired partner shall thereafter receive a monthly payment of \$400 for the remainder of his or her life.

H. MINIMUM BENEFITS - ADJUSTMENTS

- (1) Notwithstanding the retirement benefits calculated pursuant to the formulas contained in this Plan, any partner who has been a partner for 20 years or more is entitled to receive a minimum annual retirement benefit of \$25,000 upon retirement at ages 60 and above. Such benefits are subject to all of the restrictions, conditions and limitations contained in Section G above.
- (2) The Distribution Committee shall have the authority and discretion to increase a retiring or retired partner's benefits under this Plan and/or extend the payment period in order to correct any unforeseen inequities or to prevent hardships.

I. ADDITIONAL CONSIDERATIONS

- (1) [Deleted]
- (2) Payment obligations to retired partners are limited to the assets of the firm. No individual partner shall have any personal liability (beyond his or her interest in the firm) regarding such payment obligations.
- (3) Upon the retirement of a partner, at any time and at any age, all interest of such retired partner in the partnership and its assets and properties shall terminate at the time of such retirement. A retired partner shall be entitled to receive from the firm only the following amounts:
 - (a) The amount of such retired Partner's Capital Account shall be paid to such retired Partner pursuant to the applicable provisions of the Partnership Agreement.
 - (b) The retirement benefits payable pursuant to this Plan.
- (4) The Distribution Committee will aim to reduce ratably a partner's distributive share of the partnership's net profits after said partner attains the age of Sixty-five (65) years so that at age Seventy-two (72) years, such distributive share will not be more than Fifty percent (50%) of the said partner's distributive share at age Sixty-five (65) years. It is further recognized that it may be desirable for partners, after attaining age Sixty (60) to reduce their work and share of firm responsibility, and therefore, any such partner and the Distribution Committee may conclude arrangements for a semi-retirement when found to be mutually desirable.
- (5) Upon the death of a retired partner and his or her surviving spouse, there shall be determined the amount that would have been payable pursuant to Article XI,

Paragraph 11.2(c) of the Partnership Agreement dated February 1, 1969, as amended, had such partner died at the earlier date of his or her (A) retirement or (B) attaining the age of Sixty-five (65) years (presumed death benefit). The amount of retirement payments made pursuant to this Plan to such deceased retired partner and his or her surviving spouse shall be subtracted from the determined presumed death benefit, and the remainder, if any (herein referred to as "Balance"), shall be paid by the firm out of its net profits to the personal representative of the deceased retired partner, without interest. Such payment, if any, shall be made within 90 days after the final payment of retirement benefits pursuant to this Plan has been made to the survivor of such deceased retired partner or his or her surviving spouse.

(6) (a) No retired partner shall engage in the practice of law, without the prior written approval of the Executive Committee. Should any retired partner violate this provision, the payments required to be made to him or her and/or his or her surviving spouse pursuant to this Plan shall cease and the partnership shall thereafter have no obligation to such retired partner, his or her surviving spouse or to his or her personal representative to make any further payments under this Plan.

(b) The restrictions imposed upon a retired partner by subsection (a) of this Section I (6) shall not apply to the practice of law if the efforts are restricted to matters relating to such partner's personal investments or those of his immediate family, or matters pertaining to affairs of non-profit corporations and for which such retired partner accepts no fee. It is further agreed that such restrictions shall not apply to services rendered by a retired partner as an executor or trustee, whether such services commenced before or after his retirement; provided, however, that if services were commenced prior to retirement, and it was understood by the client that no charge or a stated charge was to be made for such fiduciary services, then no charge or no charge in excess of the stated charge shall be made by such retired partner for such services as fiduciary; and provided further, however, that this provision is subject to change in accordance with the provisions contained in Paragraph 15.6 of the Partnership Agreement dated February 1, 1969, as amended.

(7) To the extent permitted by the firm's master insurance contracts, the firm will maintain and pay for group medical and life insurance benefits for a retired partner until such retired partner attains age 75, and thereafter such coverage shall be maintained only at the expense of the retired partner.

(8) All of the retirement payments and benefits which the firm shall become obligated to pay to retired partners and their surviving spouses and their personal representatives pursuant to this Retirement Plan are deemed to be payments made from

and out of the net profits of the partnership and are further deemed to represent such retired partners' share of the work-in-progress, fees receivable and participation in the continuing receipts of the partnership.

- (9) Notwithstanding the provisions of Paragraph 15.5 of the Partnership Agreement dated February 1, 1969, as amended, future amendments to the Retirement Plan shall become effective when approved by two-thirds (2/3) majority vote of the Voting Partners; provided, however, that any such amendments which have the effect of reducing the retirement benefits of any partner below the benefit levels and amounts provided to such partner under such Partnership Agreement prior to the adoption of this Retirement Plan shall be inoperative as to such partner if he or she does not elect in writing to accept the benefits payable pursuant to such amendment.

EXAMPLES

The following hypothetical examples are designed to illustrate the application of the formula to determine annual retirement benefits for partners of varying ages and distribution levels.

EXAMPLE 1 - CALCULATION OF DISTRIBUTION FACTORS

Partner #1 has received the following distributions prior to his retirement age of 68. All of these distributions are higher than those received in prior periods.

<u>Age</u>	<u>Distribution Amount</u>
60	\$180,000
61	220,000
62	240,000
63	320,000
64	260,000
65	300,000
66	280,000
67	260,000
68	240,000

Since distributions only up to age 65 are used to determine the Distribution Factor, this partner's last three distributions are not considered in determining his Average Annual Distribution. Of the remaining distributions, his five highest occurred at ages 61 through 65. Of those distributions, the three lowest occurred at ages 61, 62 and 64, and they average \$240,000 ("Average Annual Distribution"). Take 40% of that figure to arrive at the Distribution Factor. In this case, the Distribution Factor is \$96,000. If the Distribution Factor calculated in this manner exceeds \$120,000, a Distribution Factor of \$120,000 is substituted.

It should be noted that the purpose in eliminating the two highest years is to eliminate windfalls and nonrepresentative years and to more accurately measure consistency of contribution.

EXAMPLE 2 - APPLICATION OF SELF-FUNDING FACTOR

After the Distribution Factor has been determined in the manner shown in Example 1 above, it must be reduced by the Self-Funding Factor. That factor can be most easily determined by reference to Table #1, which follows this example.

For example, Partner #2 is 50 years of age on February 1, 1982. Depending on the age at which he elects to retire, Table *1 would indicate the following applicable Self-Funding Factors:

<u>Retirement Age</u>	<u>Self-Funding Factor</u>
60	\$25,000
61	27,500
62	30,000
63	32,500
64	35,000
65	37,500
66	40,000
67	42,500
68	45,000
69	50,000
70	55,000
71	60,000
72	65,000

While these figures might appear to indicate a minimal loss of benefits in the event of early retirement, it should be noted that retirement before age 68 results in a reduction of benefits through application of the Age Factor and, of course, results in a discontinuance of full distributions. Late retirement (after age 68) results in a double reduction of benefits through application of the Age Factor and through an increased Self-Funding Factor.

RANGE OF BENEFITS

DATE	PERMANENT P.O.E.	100,000 (100,000)	125,000 (125,000)	150,000 (150,000)	175,000 (175,000)	200,000 (200,000)	225,000 (225,000)	250,000 (250,000)	275,000 (275,000)	300,000 (300,000)	325,000 (325,000)	350,000 (350,000)	375,000 (375,000)	400,000 (400,000)	425,000 (425,000)	450,000 (450,000)	475,000 (475,000)	500,000 (500,000)	525,000 (525,000)	550,000 (550,000)	575,000 (575,000)	600,000 (600,000)	625,000 (625,000)	650,000 (650,000)	675,000 (675,000)	700,000 (700,000)	725,000 (725,000)	750,000 (750,000)	775,000 (775,000)	800,000 (800,000)	825,000 (825,000)	850,000 (850,000)	875,000 (875,000)	900,000 (900,000)	925,000 (925,000)	950,000 (950,000)	975,000 (975,000)	1,000,000 (1,000,000)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
66	72		25,500	34,000	40,500	47,500	55,000	63,000	71,500	80,000	88,500	97,000	105,500	114,000	122,500	131,000	139,500	148,000	156,500	165,000	173,500	182,000	190,500	199,000	207,500	216,000	224,500	233,000	241,500	250,000	258,500	267,000	275,500	284,000	292,500	301,000	309,500	318,000	326,500	335,000	343,500	352,000	360,500	369,000	377,500	386,000	394,500	403,000	411,500	420,000	428,500	437,000	445,500	454,000	462,500	471,000	479,500	488,000	496,500	505,000	513,500	522,000	530,500	539,000	547,500	556,000	564,500	573,000	581,500	590,000	598,500	607,000	615,500	624,000	632,500	641,000	649,500	658,000	666,500	675,000	683,500	692,000	700,500	709,000	717,500	726,000	734,500	743,000	751,500	760,000	768,500	777,000	785,500	794,000	802,500	811,000	819,500	828,000	836,500	845,000	853,500	862,000	870,500	879,000	887,500	896,000	904,500	913,000	921,500	930,000	938,500	947,000	955,500	964,000	972,500	981,000	989,500	998,000	1,006,500	1,015,000	1,023,500	1,032,000	1,040,500	1,049,000	1,057,500	1,066,000	1,074,500	1,083,000	1,091,500	1,100,000	1,108,500	1,117,000	1,125,500	1,134,000	1,142,500	1,151,000	1,159,500	1,168,000	1,176,500	1,185,000	1,193,500	1,202,000	1,210,500	1,219,000	1,227,500	1,236,000	1,244,500	1,253,000	1,261,500	1,270,000	1,278,500	1,287,000	1,295,500	1,304,000	1,312,500	1,321,000	1,329,500	1,338,000	1,346,500	1,355,000	1,363,500	1,372,000	1,380,500	1,389,000	1,397,500	1,406,000	1,414,500	1,423,000	1,431,500	1,440,000	1,448,500	1,457,000	1,465,500	1,474,000	1,482,500	1,491,000	1,499,500	1,508,000	1,516,500	1,525,000	1,533,500	1,542,000	1,550,500	1,559,000	1,567,500	1,576,000	1,584,500	1,593,000	1,601,500	1,610,000	1,618,500	1,627,000	1,635,500	1,644,000	1,652,500	1,661,000	1,669,500	1,678,000	1,686,500	1,695,000	1,703,500	1,712,000	1,720,500	1,729,000	1,737,500	1,746,000	1,754,500	1,763,000	1,771,500	1,780,000	1,788,500	1,797,000	1,805,500	1,814,000	1,822,500	1,831,000	1,839,500	1,848,000	1,856,500	1,865,000	1,873,500	1,882,000	1,890,500	1,899,000	1,907,500	1,916,000	1,924,500	1,933,000	1,941,500	1,950,000	1,958,500	1,967,000	1,975,500	1,984,000	1,992,500	2,001,000	2,009,500	2,018,000	2,026,500	2,035,000	2,043,500	2,052,000	2,060,500	2,069,000	2,077,500	2,086,000	2,094,500	2,103,000	2,111,500	2,120,000	2,128,500	2,137,000	2,145,500	2,154,000	2,162,500	2,171,000	2,179,500	2,188,000	2,196,500	2,205,000	2,213,500	2,222,000	2,230,500	2,239,000	2,247,500	2,256,000	2,264,500	2,273,000	2,281,500	2,290,000	2,298,500	2,307,000	2,315,500	2,324,000	2,332,500	2,341,000	2,349,500	2,358,000	2,366,500	2,375,000	2,383,500	2,392,000	2,400,500	2,409,000	2,417,500	2,426,000	2,434,500	2,443,000	2,451,500	2,460,000	2,468,500	2,477,000	2,485,500	2,494,000	2,502,500	2,511,000	2,519,500	2,528,000	2,536,500	2,545,000	2,553,500	2,562,000	2,570,500	2,579,000	2,587,500	2,596,000	2,604,500	2,613,000	2,621,500	2,630,000	2,638,500	2,647,000	2,655,500	2,664,000	2,672,500	2,681,000	2,689,500	2,698,000	2,706,500	2,715,000	2,723,500	2,732,000	2,740,500	2,749,000	2,757,500	2,766,000	2,774,500	2,783,000	2,791,500	2,800,000	2,808,500	2,817,000	2,825,500	2,834,000	2,842,500	2,851,000	2,859,500	2,868,000	2,876,500	2,885,000	2,893,500	2,902,000	2,910,500	2,919,000	2,927,500	2,936,000	2,944,500	2,953,000	2,961,500	2,970,000	2,978,500	2,987,000	2,995,500	3,004,000	3,012,500	3,021,000	3,029,500	3,038,000	3,046,500	3,055,000	3,063,500	3,072,000	3,080,500	3,089,000	3,097,500	3,106,000	3,114,500	3,123,000	3,131,500	3,140,000	3,148,500	3,157,000	3,165,500	3,174,000	3,182,500	3,191,000	3,199,500	3,208,000	3,216,500	3,225,000	3,233,500	3,242,000	3,250,500	3,259,000	3,267,500	3,276,000	3,284,500	3,293,000	3,301,500	3,310,000	3,318,500	3,327,000	3,335,500	3,344,000	3,352,500	3,361,000	3,369,500	3,378,000	3,386,500	3,395,000	3,403,500	3,412,000	3,420,500	3,429,000	3,437,500	3,446,000	3,454,500	3,463,000	3,471,500	3,480,000	3,488,500	3,497,000	3,505,500	3,514,000	3,522,500	3,531,000	3,539,500	3,548,000	3,556,500	3,565,000	3,573,500	3,582,000	3,590,500	3,599,000	3,607,500	3,616,000	3,624,500	3,633,000	3,641,500	3,650,000	3,658,500	3,667,000	3,675,500	3,684,000	3,692,500	3,701,000	3,709,500	3,718,000	3,726,500	3,735,000	3,743,500	3,752,000	3,760,500	3,769,000	3,777,500	3,786,000	3,794,500	3,803,000	3,811,500	3,820,000	3,828,500	3,837,000	3,845,500	3,854,000	3,862,500	3,871,000	3,879,500	3,888,000	3,896,500	3,905,000	3,913,500	3,922,000	3,930,500	3,939,000	3,947,500	3,956,000	3,964,500	3,973,000	3,981,500	3,990,000	3,998,500	4,007,000	4,015,500	4,024,000	4,032,500	4,041,000	4,049,500	4,058,000	4,066,500	4,075,000	4,083,500	4,092,000	4,100,500	4,109,000	4,117,500	4,126,000	4,134,500	4,143,000	4,151,500	4,160,000	4,168,500	4,177,000	4,185,500	4,194,000	4,202,500	4,211,000	4,219,500	4,228,000	4,236,500	4,245,000	4,253,500	4,262,000	4,270,500	4,279,000	4,287,500	4,296,000	4,304,500	4,313,000	4,321,500	4,330,000	4,338,500	4,347,000	4,355,500	4,364,000	4,372,500	4,381,000	4,389,500	4,398,000	4,406,500	4,415,000	4,423,500	4,432,000	4,440,500	4,449,000	4,457,500	4,466,000	4,474,500	4,483,000	4,491,500	4,500,000	4,508,500	4,517,000	4,525,500	4,534,000	4,542,500	4,551,000	4,559,500	4,568,000	4,576,500	4,585,000	4,593,500	4,602,000	4,610,500	4,619,000	4,627,500	4,636,000	4,644,500	4,653,000	4,661,500	4,670,000	4,678,500	4,687,000	4,695,500	4,704,000	4,712,500	4,721,000	4,729,500	4,738,000	4,746,500	4,755,000	4,763,500	4,772,000	4,780,500	4,789,000	4,797,500	4,806,000	4,814,500	4,823,000	4,831,500	4,840,000	4,848,500	4,857,000	4,865,500	4,874,000	4,882,500	4,891,000	4,899,500	4,908,000	4,916,500	4,925,000	4,933,500	4,942,000	4,950,500	4,959,000	4,967,500	4,976,000	4,984,500	4,993,000	5,001,500	5,010,000	5,018,500	5,027,000	5,035,500	5,044,000	5,052,500	5,061,000	5,069,500	5,078,000	5,086,500	5,095,000	5,103,500	5,112,000	5,120,500	5,129,000	5,137,500	5,146,000	5,154,500	5,163,000	5,171,500	5,180,000	5,188,500	5,197,000	5,205,500	5,214,000	5,222,500	5,231,000	5,239,500	5,248,000	5,256,500	5,265,000	5,273,500	5,282,000	5,290,500	5,299,000	5,307,500	5,316,000	5,324,500	5,333,000	5,341,500	5,350,000	5,358,500	5,367,000	5,375,500	5,384,000	5,392,500	5,401,000	5,409,500	5,418,000	5,426,500	5,435,000	5,443,500	5,452,000	5,460,500	5,469,000	5,477,500	5,486,000	5,494,500	5,503,000	5,511,500	5,520,000	5,528,500	5,537,000	5,545,500	5,554,000	5,562,500	5,571,000	5,579,500	5,588,000	5,596,500	5,605,000	5,613,500	5,622,000	5,630,500	5,639,000	5,647,500	5,656,000	5,664,500	5,673,000	5,681,500	5,690,000	5,698,500	5,707,000	5,715,500	5,724,000	5,732,500	5,741,000	5,749,500	5,758,000	5,766,500	5,775,000	5,783,500	5,792,000	5,800,500	5,809,000	5,817,500	5,826,000	5,834,500	5,843,000	5,851,500	5,860,000	5,868,500	5,877,000	5,885,500	5,894,000	5,902,500	5,911,000	5,919,500	5,928,000	5,936,500	5,945,000	5,953,500	5,962,000	5,970,500	5,979,000	5,987,500	5,996,000	6,004,500	6,013,000	6,021,500	6,030,000	6,038,500	6,047,000	6,055,500	6,064,000	6,072,500	6,081,000	6,089,500	6,098,000	6,106,500	6,115,000	6,123,500	6,132,000	6,140,500	6,149,000	6,157,500	6,166,000	6,174,500	6,183,000	6,191,500	6,200,000	6,208,500	6,217,000	6,225,500	6,234,000	6,242,500	6,251,000	6,259,500	6,268,000	6,276,500	6,285,000	6,293,500	6,302,000	6,310,500	6,319,000	6,327,500	6,336,000	6,344,500	6,353,000	6,361,500	6,370,000	6,378,500	6,387,000	6,395,500	6,404,000	6,412,500	6,421,000	6,429,500	6,438,000	6,446,500	6,455,000	6,463,500	6,472,000	6,480,500	6,489,000	6,497,500	6,506,000	6,514,500	6,523,000	6,531,500	6,540,000	6,548,500	6,557,000	6,565,500	6,574,000	6,582,500	6,591,000	6,599,500	6,608,000	6,616,500	6,625,000	6,633,500	6,642,000	6,650,500	6,659,000	6,667,500	6,676,000	6,684,500	6,693,000	6,701,500	6,710,000	6,718,500	6,727,000	6,735,500	6,744,000	6,752,500	6,761,000	6,769,500	6,778,000	6,786,500	6,795,000	6,803,500	6,812,000	6,820,500	6,829,000	6,837,500	6,846,000	6,854,500	6,863,000	6,871,500	6,880,000	6,888,500	6,897,000	6,905,500	6,914,000	6,922,500	6,931,000	6,939,500	6,948,000	6,956,500	6,965,000	6,973,500	6,982,000	6,990,500	6,999,000	7,007,500	7,016,000	7,024,500	7,033,000	7,041,500	7,050,000	7,058,500	7,067,000	7,075,500	7,084,000	7,092,500	7,101,000	7,109,500	7,118,000	7,126,50

RANGE OF BENEFITS

Partner Age	100,000 (100,000)	125,000 (50,000)	150,000 (40,000)	175,000 (30,000)	Average Distribution	225,000 (90,000)	250,000 (100,000)	275,000 (110,000)	300,000 (120,000)
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72									
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RANGE OF BENEFITS

PAYER AEC RT	AVERAGE BENEFITS	100,000 (40,000)	125,000 (50,000)	150,000 (60,000)	175,000 (70,000)	200,000 (80,000)	225,000 (90,000)	250,000 (100,000)	275,000 (110,000)	300,000 (120,000)
43	71					29,250	31,875	34,000	41,875	50,000
	70					35,625	38,250	40,375	48,250	57,375
	69					42,500	45,125	47,250	55,125	64,250
	68					49,500	52,125	54,250	62,125	71,250
	67					56,500	59,125	61,250	69,125	78,250
	66					63,500	66,125	68,250	76,125	85,250
	65					70,500	73,125	75,250	83,125	92,250
	64					77,500	80,125	82,250	90,125	99,250
	63					84,500	87,125	89,250	97,125	106,250
	62					91,500	94,125	96,250	104,125	113,250
	61					98,500	101,125	103,250	111,125	120,250
	60					105,500	108,125	110,250	118,125	127,250
42	72					36,000	38,625	40,750	48,625	57,750
	71					42,875	45,500	47,625	55,500	64,625
	70					49,750	52,375	54,500	62,375	71,500
	69					56,625	59,250	61,375	69,250	78,375
	68					63,500	66,125	68,250	76,125	85,250
	67					70,500	73,125	75,250	83,125	92,250
	66					77,500	80,125	82,250	90,125	99,250
	65					84,500	87,125	89,250	97,125	106,250
	64					91,500	94,125	96,250	104,125	113,250
	63					98,500	101,125	103,250	111,125	120,250
	62					105,500	108,125	110,250	118,125	127,250
	61					112,500	115,125	117,250	125,125	134,250
	60					119,500	122,125	124,250	132,125	141,250
51	72					41,000	43,625	45,750	53,625	62,750
	71					47,875	50,500	52,625	60,500	69,625
	70					54,750	57,375	59,500	67,375	76,500
	69					61,625	64,250	66,375	74,250	83,375
	68					68,500	71,125	73,250	81,125	90,250
	67					75,500	78,125	80,250	88,125	97,250
	66					82,500	85,125	87,250	95,125	104,250
	65					89,500	92,125	94,250	102,125	111,250
	64					96,500	99,125	101,250	109,125	118,250
	63					103,500	106,125	108,250	116,125	125,250
	62					110,500	113,125	115,250	123,125	132,250
	61					117,500	120,125	122,250	130,125	139,250
	60					124,500	127,125	129,250	137,125	146,250
51	72					46,000	48,625	50,750	58,625	67,750
	71					52,875	55,500	57,625	65,500	74,625
	70					59,750	62,375	64,500	72,375	81,500
	69					66,625	69,250	71,375	79,250	88,375
	68					73,500	76,125	78,250	86,125	95,250
	67					80,500	83,125	85,250	93,125	102,250
	66					87,500	90,125	92,250	100,125	109,250
	65					94,500	97,125	99,250	107,125	116,250
	64					101,500	104,125	106,250	114,125	123,250
	63					108,500	111,125	113,250	121,125	130,250
	62					115,500	118,125	120,250	128,125	137,250
	61					122,500	125,125	127,250	135,125	144,250
	60					129,500	132,125	134,250	142,125	151,250

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RANGE OF BENEFITS

INSURER DATE		AVERAGE DISTRIBUTIONS									
AT	RETIREMENT	100,000 (10,000)	125,000 (50,000)	150,000 (60,000)	175,000 (70,000)	200,000 (80,000)	225,000 (90,000)	250,000 (100,000)	275,000 (110,000)	300,000 (120,000)	
47	72							28000	36000	44000	
	71						25500	34000	41500	51000	
	70					20500	31000	40500	49500	58500	
	69					25000	38000	47500	57000	66500	
	68					30000	45000	55000	65000	75000	
	67					35750	47500	57500	68500	79500	
	66					39400	50500	61000	72000	83000	
	65					37025	48325	58225	69200	80225	
	64					29700	36300	42800	49500	57100	
	63					28500	34500	40500	46500	52500	
	62					27500	33000	38500	44000	49500	
	61					26250	31250	36250	41250	46250	
	60						29250	33750	38250	42750	
47	72							26900	34900	42900	
	71							31725	40375	48875	
	70					26125	29250	38250	47250	56250	
	69					32500	35625	45125	54625	64125	
	68					31500	42500	52500	62500	72500	
	67					30375	40500	49500	58500	67500	
	66					29200	38475	46575	54675	62775	
	65					28200	36500	43800	51100	58400	
	64					28050	34450	41250	47850	54450	
	63					27000	33000	39000	45000	51000	
	62					26125	31625	37125	42625	48125	
	61						30000	35000	40000	45000	
	60						28725	32625	37125	41625	
47	72							27500	35000	43000	
	71							30625	38625	46625	
	70							42750	50750	58750	
	69						30875	38725	46725	54725	
	68					27500	37500	47500	57500	67500	
	67					27000	36000	46000	56000	66000	
	66					26325	34225	44225	54225	64225	
	65					25500	32850	40150	47450	54750	
	64						31250	37950	44550	51150	
	63						30000	36000	42000	48000	
	62						28875	34375	39875	45375	
	61						27500	32500	37500	42500	
	60						25875	30375	34875	39375	

[illegible]

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RANGE OF BENEFITS

AT 3/1/92	MINIMUM AGE AT RETIREMENT	100,000 (40,000)	125,000 (50,000)	150,000 (60,000)	175,000 (70,000)	AVERAGE DISTRIBUTIONS					275,000 (110,000)	300,000 (120,000)
						100,000 (40,000)	125,000 (50,000)	150,000 (60,000)	175,000 (70,000)	200,000 (80,000)	225,000 (90,000)	250,000 (100,000)
12	72											28000
	71											34000
	70											40500
	69											47500
	68											55000
	67											57500
	66											48600
	65											45415
	64											42900
	63											40500
	62											38500
	61											36250
	60											33250
41	72											26000
	71											31875
	70											38250
	69											45115
	68											52500
	67											49500
	66											44575
	65											43000
	64											41250
	63											39000
	62											37125
	61											35000
	60											32625
70	72											29250
	71											36000
	70											42250
	69											50000
	68											47250
	67											44550
	66											41975
	65											39600
	64											38100
	63											35250
	62											32250
	61											31500
	60											

RANGE OF BENEFITS

PARTNER AGE AT 1/1/12	PARTNER AGE AT RETIREMENT	100,000 (40,000)	125,000 (50,000)	150,000 (60,000)	175,000 (70,000)	200,000 (80,000)	225,000 (90,000)	250,000 (100,000)	275,000 (110,000)	300,000 (120,000)
39	72							27,500	30,975	27,625
	71							37,500	35,750	35,750
	70							47,500	40,875	40,875
	69							45,000	47,500	47,500
	68							44,525	45,000	45,000
	67							34,425	37,500	37,500
	66							32,850	34,425	34,425
	65							31,350	32,850	32,850
	64							30,000	31,350	31,350
	63							28,875	30,000	30,000
	62							27,500	28,875	28,875
	61							26,125	27,500	27,500
	60							25,875	26,125	26,125
37	72									29,250
	71									35,625
	70									47,500
	69									46,500
	68									38,875
	67									36,500
	66									34,650
	65									33,000
	64									31,625
	63									30,000
	62									28,125
	61									26,125
	60									25,875
36	72									27,000
	71									33,750
	70									40,000
	69									38,250
	68									36,450
	67									34,275
	66									33,000
	65									31,500
	64									30,250
	63									28,250
	62									27,000
	61									27,000
	60									27,000

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